

BEFORE THE
POSTAL REGULATORY COMMISSION
WASHINGTON, D.C. 20268-0001

MARKET DOMINANT PRODUCT PRICES
INBOUND MARKET DOMINANT MULTI-SERVICE AGREEMENTS
WITH FOREIGN POSTAL OPERATORS 1

CHINA POST GROUP - UNITED STATES POSTAL SERVICE
MULTI-PRODUCT BILATERAL AGREEMENT (MC2010-35)
NEGOTIATED SERVICE AGREEMENT

Docket No.
R2017-4

**NOTICE OF UNITED STATES POSTAL SERVICE OF TYPE 2 RATE ADJUSTMENT,
AND NOTICE OF FILING FUNCTIONALLY EQUIVALENT AGREEMENT**
(February 9, 2017)

The United States Postal Service (Postal Service) hereby provides this notice (Notice), in accordance with 39 C.F.R. § 3010.40 *et seq.*, of a Type 2 rate adjustment for inbound small packet with delivery scanning items, which results in improvement over default rates established under the Universal Postal Union (UPU) Acts. This Notice concerns the inbound market dominant portion of a Multi-Product Bilateral Agreement with China Post Group (China Post 2017 Agreement), which the Postal Service seeks to include within the Inbound Market Dominant Multi-Service Agreements with Foreign Postal Operators 1 product in the market dominant product list of the Mail Classification Schedule (MCS).¹

In accordance with Order No. 2148,² the Postal Service explains in this Notice how the China Post 2017 Agreement that is the subject of this docket is functionally equivalent to the agreement with China Post Group (China Post) filed in Docket No.

¹ See PRC, Mail Classification Schedule, posted January 22, 2017, available at <http://www.prc.gov/mail-classification-schedule>, 1602.3 Inbound Market Dominant Multi-Service Agreements with Foreign Postal Operators 1, at 202-203.

² PRC Order No. 2148, Order Granting, in Part, Motion for Partial Reconsideration of Order No. 1864 and Modifying, in Part, Order No. 1864, Docket No. R2013-9, August 11, 2014.

R2010-6 (“the China Post 2010 Agreement”). The Commission reached the same conclusion with respect to the currently effective bilateral agreement with China Post (the China Post 2015 Agreement),³ and the Commission should apply the same rationale in reviewing and approving the instant China Post 2017 Agreement. Accordingly, the China Post 2017 Agreement should be included within the Inbound Market Dominant Multi-Service Agreements with Foreign Postal Operators 1 product.

In accordance with 39 C.F.R. § 3010.41, the Postal Service is required to provide public notice no later than 45 days prior to the intended implementation date, and to transmit notice to the Commission no later than 45 days prior to the intended implementation date of a negotiated service agreement. To satisfy this requirement, the Postal Service is filing the China Post 2017 Agreement with the Commission no later than 45 days before the intended effective date of the China Post 2017 Agreement, which is April 1, 2017.

Attachment 1 to this Notice is the Postal Service’s application for non-public treatment of these materials. A redacted copy of the China Post 2017 Agreement is included in the public version of this filing as Attachment 2. A redacted version of the supporting financial documentation is included with this filing as a separate Excel file.

The full unredacted text of the China Post 2017 Agreement and the unredacted supporting financial documentation establishing compliance are being filed separately under seal with the Commission.

³ PRC Order No. 2731, Order Approving Additional Inbound Market Dominant Multi-Service Agreement with Foreign Postal Operators 1 Negotiated Service Agreement (with China Post Group), Docket No. R2015-6, September 28, 2015, at 8-13.

I. Notice of Agreement and Rate Adjustment

A. Satisfaction of the Criteria under Part 3010, Subpart D of the Rules of Practice and Procedure

The Postal Service provides the following answers, descriptions, and affirmations in response to the criteria for contents of a notice in support of a negotiated service agreement, as provided in 39 C.F.R. § 3010.42. This statement provides support for the implementation of the China Post 2017 Agreement and the establishment of the inbound market dominant rates offered therein. The discussion that follows concerns only the inbound market dominant rates and related sections of the China Post 2017 Agreement. The inbound competitive rates in the China Post 2017 Agreement will be filed with the Commission in a separate docket.

39 C.F.R. § 3010.42(a)-(e) require this Notice to include:

- (a) A copy of the negotiated service agreement;*
- (b) The planned effective date(s) of the planned rates;*
- (c) A representation or evidence that public notice of the planned rate adjustments has been issued or will be issued at least 45 days before the effective date(s) for the planned rates;*
- (d) The identity of a responsible Postal Service official who will be available to provide prompt responses to requests for clarification from the Commission; [and]*
- (e) A statement identifying all parties to the agreement and a description clearly explaining the operative components of the agreement[.]*

As noted, a redacted copy of the China Post 2017 Agreement is being filed as Attachment 2 to this Notice, and an unredacted copy of the China Post 2017 Agreement is being filed under seal in connection with the instant filing. The China Post 2017 Agreement's inbound market dominant rates are planned to become effective on April 1, 2017. Public notice of these rates is being given through the filing of the instant Notice

(which is publicly posted on the Commission's website) at least 45 days before the effective date. Ms. Teresa Yeager, General Manager, Asia Pacific Business Development, Global Business Solutions, United States Postal Service, will be available to provide prompt responses to requests for clarification from the Commission. As with the China Post 2010 Agreement, the parties to the China Post 2017 Agreement are the United States Postal Service and China Post Group, the designated postal operators of the United States of America and China, respectively. This China Post 2017 Agreement includes negotiated inbound market dominant rates for certain inbound small packets with delivery scanning. Similar pricing was included in the China Post 2010, China Post 2011, China Post 2013, China Post 2014, and China Post 2015 agreements.⁴

39 C.F.R. § 3010.42(f) requires this Notice to include:

(f) Details regarding the expected improvements in the net financial position or operations of the Postal Service. ... The projection of change in net financial position as a result of the agreement shall include for each year of the agreement:

- (1) The estimated mailer-specific costs, volumes, and revenues of the Postal Service absent the implementation of the negotiated service agreement;*
- (2) The estimated mailer-specific costs, volumes, and revenues of the Postal Service which result from implementation of the negotiated service agreement;*
- (3) An analysis of the effects of the negotiated service agreement on the contribution to institutional costs from mailers not party to the agreement;*
[and]
- (4) If mailer-specific costs are not available, the source and derivation of the costs that are used shall be provided, together with a discussion of the currency and reliability of those costs and their suitability as a proxy for the mailer-specific costs[.]*

⁴ There was no new bilateral agreement executed with China Post in 2016. In 2016, the parties executed, and the Commission approved, a three-month extension of the expiration date of the China Post 2015 Agreement. The China Post 2015 Agreement is currently scheduled to expire at the end of March 31, 2017.

The Postal Service has provided information about expected financial improvements, costs, volumes, and revenues in the financial workpapers that it has filed under seal in this docket. As the Commission has directed,⁵ these financial workpapers supporting cost coverage use the respective 2017 and 2018 UPU terminal dues rates as the default rates that China Post would otherwise pay during the term of the China Post 2017 Agreement in the absence of this agreement.

39 C.F.R. § 3010.42(g) requires this Notice to include:

(g) An identification of each component of the agreement expected to enhance the performance of mail preparation, processing, transportation, or other functions in each year of the agreement, and a discussion of the nature and expected impact of each such enhancement[.]

For the China Post 2017 Agreement, operational and other improvements include:

- Revised rates and terms for small packets with delivery scanning;
- Advance electronic customs data requirements;
- Improved business settlement processes between the parties; and
- Sortation and induction requirements.

These improvements should enhance the performance of mail preparation, inbound customs security and contraband screening, processing, transportation, and other functions related to the delivery services provided for inbound letter post items under the China Post 2017 Agreement.

39 C.F.R. § 3010.42(h) requires this Notice to include:

(h) Details regarding any and all actions (performed or to be performed) to assure that the agreement will not result in unreasonable harm to the marketplace[.]

⁵ PRC Order No. 2731, at 11, 13.

The China Post 2017 Agreement will not result in unreasonable harm to the marketplace. China Post is a designated operator as that term is used in the Universal Postal Convention. Designated operators ordinarily compensate each other for the delivery of letter post (including small packets) in accordance with terminal dues at rates set by the UPU, unless two (or more) designated operators negotiate and conclude a bilateral (or multilateral) contract like this one. For inbound mail to the United States, designated operators are subject to the UPU's terminal dues, and therefore no other parties would be in a position to negotiate over a bilateral concerning such terms for letter post between China and the United States to supersede terminal dues. Further, China Post is the only entity in a position to avail itself of an agreement with the Postal Service of this type. The Postal Service is unaware of any private entity that would be able to serve the United States market for small packets with delivery scanning from China on the terms contemplated in the China Post 2017 Agreement. Moreover, this agreement will increase remuneration for inbound packets from China over default UPU terminal dues. Thus, the Postal Service submits that the China Post 2017 Agreement will not pose competitive harm to the marketplace.⁶

39 C.F.R. § 3010.42(i) requires this Notice to include:

(i) Such other information as the Postal Service believes will assist the Commission to issue a timely determination of whether the requested changes are consistent with applicable statutory policies.

In this docket, the Postal Service is presenting only those parts of the China Post 2017 Agreement that concern delivery of inbound small packets in the United States that are tendered by a foreign postal operator, i.e., negotiated rates for an inbound

⁶ This does not imply, however, that there is an absence of competition in this market. The market is liberalized to some degree, particularly for bulk business letters and heavier weight letter post.

market dominant product. The rates paid by the Postal Service to China Post for outbound delivery of the Postal Service's products in China are not presented to the Commission, because those rates represent supplier costs to the Postal Service, which are built into the prices that the Postal Service charges its mailing customers for outbound products. An agreement concerning outbound services with a postal operator would no more need to be classified as a product or otherwise subjected to prior Commission review than would an agreement to purchase trucking services from highway contractors or to purchase air transportation from air carriers.

B. Data Collection Plan

Under 39 C.F.R. § 3010.43, the Postal Service must include with its notice of agreement "a detailed plan for providing data or information on actual experience under the agreement sufficient to allow evaluation of whether the negotiated service agreement operates in compliance with 39 U.S.C. [§] 3622(c)(10)."⁷ The Postal Service intends to report information on the China Post 2017 Agreement through the Annual Compliance Report. The Postal Service will continue to cooperate with the Commission to provide any necessary information about mail flows from China during the annual compliance review process. Therefore, the Postal Service proposes that no special data collection plan be created for the China Post 2017 Agreement. Furthermore, with respect to performance measurement, this is a negotiated service agreement that covers "merely a grouping of other products already being measured."⁸ The Postal Service respectfully notes that the China Post 2017 Agreement, if included in the requested product grouping in the MCS, is excepted from separate reporting under 39

⁷ 39 C.F.R. § 3010.43(a).

⁸ PRC Order No. 292, Notice of Proposed Rulemaking on Periodic Reporting of Service Performance Measurements and Customer Satisfaction, Docket No. RM2009-11, September 2, 2009, at 15.

C.F.R. § 3055.3(a)(3) by virtue of Commission Order No. 996. That Order granted a standing exception for all agreements permitted to be filed in the Inbound Market Dominant Multi-Service Agreements with Foreign Postal Operators 1 product grouping.⁹

C. Statutory Criteria

Under 39 U.S.C. § 3622(c)(10), the criteria for the Commission's review are whether the agreement (1) improves the net financial position of the Postal Service or enhances the performance of operational functions, (2) will not cause unreasonable harm to the marketplace, and (3) will be available on public and reasonable terms to similarly situated mailers. The first two criteria have been addressed in Part I.A above. With respect to the third criterion, there are no entities that are similarly situated to China Post in their ability to tender the small packet with delivery scanning flows from China that are the subject of the inbound market dominant rates in the China Post 2017 Agreement, under similar operational conditions and UPU documentation. Nor are there any other entities that serve as a designated operator for letter post originating in China.¹⁰ Therefore, the Postal Service finds it difficult to conceive of a "similarly situated mailer" to which it could make a similar agreement available; accordingly, the Postal Service views this criterion as inapplicable in this instance.¹¹ In Order No. 2731, the Commission concurred "that there are no entities similarly situated to China Post."¹²

⁹ PRC Order No. 996, Order Concerning an Additional Inbound Market Dominant Multi-Service Agreement with Foreign Postal Operators 1 Negotiated Service Agreement, Docket No. R2012-2, November 23, 2011, at 7.

¹⁰ A separate designated operator serves Hong Kong, but that market is beyond the scope of this agreement.

¹¹ See PRC Order No. 163, Order Concerning Bilateral Agreement with Canada Post for Inbound Market Dominant Services, Docket Nos. MC2009-7 & R2009-1, December 31, 2008, at 9-10 ("Given its narrow characterization of the underlying Agreement, the Postal Service's position [as to 'similarly situated mailers'] is correct. For purposes of this proceeding, the Commission concludes that it would be largely an academic exercise to consider whether a broader characterization should be employed.").

¹² PRC Order No. 2731, at 9.

Because all of the criteria set forth in 39 U.S.C. § 3622(c)(10) have been met, the Postal Service respectfully urges the Commission to act promptly to allow the inbound market dominant rates in the China Post 2017 Agreement to be implemented effective April 1, 2017, under 39 C.F.R. § 3010.40, as requested.

II. Functional Equivalency

In Order No. 2148, the Commission designated, “for purposes of functional equivalence comparisons in future market dominant FPO 1 [Foreign Postal Operators 1] filings,” the TNT Agreement filed in Docket No. R2010-5 and the China Post 2010 Agreement filed in R2010-6 “as alternative baseline agreements, with selection of the baseline agreement in each filing at the option of the Postal Service.”¹³

The China Post 2017 Agreement that is the subject of this docket is functionally equivalent to the China Post 2010 Agreement filed in Docket No. R2010-6. The terms of the China Post 2017 Agreement fit within the MCS language for the Inbound Market Dominant Multi-Service Agreements with Foreign Postal Operators 1 product grouping, as available on the Commission’s website.¹⁴ Therefore, the China Post 2017 Agreement and the China Post 2010 Agreement conform to a common description.

The China Post 2017 Agreement and the China Post 2010 Agreement are constructed from a similar template and contain many similar terms and conditions. The two agreements include rates for small packet with delivery scanning tendered to the Postal Service from the same foreign postal operator’s territory. Each contract is with the same foreign postal operator. Therefore, the Postal Service submits that the China

¹³ PRC Order No. 2148, at 8.

¹⁴ See PRC, Mail Classification Schedule, posted January 22, 2017, available at <http://www.prc.gov/mail-classification-schedule>, 1602.3 Inbound Market Dominant Multi-Service Agreements with Foreign Postal Operators 1, at 202-203.

Post 2017 Agreement is functionally equivalent to the China Post 2010 Agreement, and should be added to the market dominant product list within the same Inbound Market Dominant Multi-Service Agreements with Foreign Postal Operators 1 product listing in the MCS. There are, however, differences between the China Post 2017 Agreement and the China Post 2010 Agreement. The Postal Service provides the following comparison of the sections of the China Post 2017 Agreement and the China Post 2010 Agreement that concern inbound market dominant rates. Differences between the two agreements concerning inbound market dominant rates include grammatical and clerical edits (e.g., article numbering) and the following.¹⁵

- The second Whereas paragraph and Article 4 have been edited to be consistent with the wording in Article 19;
- In the third Whereas paragraph, the Conditions Precedent clause referenced has been moved from Article 3 to Article 4;
- The Purpose of the Agreement set forth in Article 1 has been revised;
- Article 2, Guiding Principles, has been added;
- Article 3, Oversight and Effective Date, has been edited to remove a reference to an article concerning termination;
- Article 4 has been edited to remove redundancy concerning the description of Conditions Precedent;

¹⁵ The differences listed do not include differences that specifically apply to the sections of the China Post 2017 Agreement that concern inbound competitive products. Those differences will be listed in a subsequent filing which will request that the China Post 2017 Agreement also be included within the Inbound Competitive Multi-Service Agreements with Foreign Postal Operators 1 product of the competitive product list.

- Article 9(1) has been clarified to show that failure to make timely payments shall be considered good cause to terminate;
- Article 10(6) has been edited to remove redundancy concerning Article 12;
- Article 12(1) has been edited to delete unnecessary reference to regulations;
- Article 12(2) has been corrected in its reference to the indemnifying party;
- Article 12(3) has been reformatted and slightly edited;
- Article 14, which concerns confidentiality requirements, has been slightly revised to include mention of Annual Compliance Review filings;
- The contact information in Article 16 regarding notice has changed;
- Article 18 has been clarified that no third-party beneficiaries are intended;
- Article 19 expressly defines the term “Amendment”;
- The statutory citation in Article 21 has been updated;
- Article 22 has been expanded to include references to past agreements as well as some additional edits;
- Article 22(2) recognizes non-conflicting UPU weight, size and other provisions;
- Article 23(1), which states that the intended effective date of the agreement is April 1, 2017, has been added;
- Article 23(2) is updated with the agreement’s termination date;
- Article 24 concerning intellectual property has been expanded, and the symbols designating trademarks have been revised in this article and in the annexes;

- The article numbers listed in Article 25 concerning survivability have been adjusted;
- Article 26 has been added to clarify that the agreement is intended to bind operating subsidiaries or divisions;
- Signature blocks have been updated;
- A list of annexes is included in the agreement;
- Annex 1 and Annex 2 have been revised, including in applicable product rates and specifications;
- The sample label in Annex 3 has been revised, and a link for the required address standardization has been provided;
- Links to UPU and USPS websites have been updated in Annex 4;
- Annex 5 has been revised and includes detailed sortation and induction requirements and additional data exchange requirements and objectives, including for advance electronic customs data;
- An Annex 6 concerning business rules for the settlement process has been added; and
- An Annex 11 has been added that adds operational requirements for certain inbound small packets.

These differences do not materially alter the similarity of cost or market characteristics of the China Post 2017 Agreement and the baseline China Post 2010 Agreement. Therefore, the differences should not prevent the Commission from reaching the conclusion that the China Post 2017 Agreement is functionally equivalent to the China Post 2010 Agreement.

III. Application for Non-Public Treatment

The Postal Service maintains that certain portions of the China Post 2017 Agreement and related financial information should remain confidential. In accordance with 39 C.F.R. § 3007.21, the Postal Service files as Attachment 1 to this Notice its application for non-public treatment of materials filed under seal. A full discussion of the required elements of the application appears in Attachment 1.

IV. Conclusion

For the reasons discussed, the Postal Service respectfully requests that the Commission add the China Post 2017 Agreement to the product listing for the Inbound Market Dominant Multi-Service Agreements with Foreign Postal Operators 1 product in the Mail Classification Schedule.

Respectfully submitted,

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ATTACHMENT 1

APPLICATION OF THE UNITED STATES POSTAL SERVICE FOR NON-PUBLIC TREATMENT OF MATERIALS

In accordance with 39 C.F.R. § 3007.21 and Order No. 225,¹ the United States Postal Service (Postal Service) hereby applies for non-public treatment of certain materials filed with the Commission in this docket. The materials pertain to the inbound market dominant multi-service agreement with China Post Group (China Post) at issue in this proceeding (Agreement). The unredacted Agreement and supporting documents establishing compliance are being filed separately under seal with the Commission. A redacted copy of the Agreement is filed with the notice as Attachment 2. In addition, a redacted version of the supporting financial documentation is included with this public filing as a separate Excel file.

The Postal Service hereby furnishes the justification required for this application by 39 C.F.R. § 3007.21(c) below.

(1) The rationale for claiming that the materials are non-public, including the specific statutory basis for the claim, and a statement justifying application of the provision(s);

The materials designated as non-public consist of information of a commercial nature that would not be publicly disclosed under good business practices. In the Postal Service's view, this information would be exempt from mandatory disclosure pursuant to 39 U.S.C. § 410(c)(2) and 5 U.S.C. § 552(b)(3)

¹ PRC Order No. 225, Final Rule Establishing Appropriate Confidentiality Procedures, Docket No. RM2008-1, June 19, 2009.

and (4).² Because the portions of the materials that the Postal Service seeks to file under seal fall within the scope of information not required to be publicly disclosed, the Postal Service asks the Commission to support its determination that these materials are exempt from public disclosure and grant its application for their non-public treatment.

(2) Identification, including name, phone number, and e-mail address for any third party who is known to have a proprietary interest in the materials, or if such an identification is sensitive, contact information for a Postal Service employee who shall provide notice to that third party;

In the case of the instant Agreement and supporting documents, the Postal Service believes that the only third party with a proprietary interest in the materials is the foreign postal operator with whom the contract is made. Through text in the Agreement, the Postal Service has already informed the postal operator, in compliance with 39 C.F.R. § 3007.20(b), of the nature and scope of this filing and the operator's ability to address its confidentiality concerns directly with the Commission. Due to language differences as well as the sensitive nature of the Postal Service's rate relationship with the affected foreign postal operator, the Postal Service proposes that a designated Postal Service employee serve as the point of contact for any notices concerning the Agreement. The Postal Service identifies as an appropriate contact person Teresa Yeager, General Manager, Asia Pacific Business Development, Global Business

² In appropriate circumstances, the Commission may determine the appropriate level of confidentiality to be afforded to such information after weighing the nature and extent of the likely commercial injury to the Postal Service against the public interest in maintaining the financial transparency of a government establishment competing in commercial markets. 39 U.S.C. § 504(g)(3)(A). The Commission has indicated that "likely commercial injury" should be construed broadly to encompass other types of injury, such as harms to privacy, deliberative process, or law enforcement interests. PRC Order No. 194, Second Notice of Proposed Rulemaking to Establish a Procedure for According Appropriate Confidentiality, Docket No. RM2008-1, Mar. 20, 2009, at 11.

Solutions, United States Postal Service. Ms. Yeager's phone number is (202) 268-2925, and her email address is teresa.y.yeager@usps.gov.³

(3) A description of the materials claimed to be non-public in a manner that, without revealing the materials at issue, would allow a person to thoroughly evaluate the basis for the claim that they are non-public;

In connection with its Notice filed in this docket, the Postal Service included the Agreement and financial workpapers. The Postal Service maintains that the redacted portions of the Agreement and related financial information should remain confidential.

With regard to the Agreement filed in this docket, the redactions withhold the actual prices being offered between the parties under the Agreement, as well as certain negotiated terms, such as certain business rules concerning payment and settlement procedures. The redactions applied to the financial workpapers protect commercially sensitive information such as underlying costs and assumptions, negotiated pricing, and cost coverage projections.

(4) Particular identification of the nature and extent of commercial harm alleged and the likelihood of such harm;

If the portions of the Agreement that the Postal Service determined to be protected from disclosure due to their commercially sensitive nature were to be disclosed publicly, the Postal Service considers that it is quite likely that it could suffer commercial harm. Pricing and other negotiated contract terms are commercially sensitive and would not be disclosed under good business

³ The Postal Service acknowledges that 39 C.F.R. § 3007.21(c)(2) appears to contemplate only situations where a third party's identification is "sensitive" as permitting the designation of a Postal Service employee who shall act as an intermediary for notice purposes. To the extent that the Postal Service's filing might be construed as beyond the scope of the Commission's rules, the Postal Service respectfully requests a waiver to designate a Postal Service employee as the contact person under these circumstances, for the reasons provided in the text above.

practices. Other foreign postal operators could use the information to their advantage in negotiating the terms of their own agreements with the Postal Service. Competitors could also use the information to assess the offers made by the Postal Service to foreign postal operators or other customers for any possible comparative vulnerabilities and focus sales and marketing efforts on those areas, to the detriment of the Postal Service. The Postal Service considers these to be highly probable outcomes that would result from public disclosure of the redacted material.

The financial workpapers include specific information such as costs, assumptions used in pricing decisions, the negotiated prices themselves, projections of variables, and contingency rates included to account for market fluctuations and exchange risks. All of this information is highly confidential in the business world. If this information were made public, the Postal Service's competitors would have the advantage of being able to determine the floor for Postal Service pricing, in light of statutory, regulatory, or policy constraints. Thus, competitors would be able to take advantage of the information to offer lower pricing to postal customers, while subsidizing any losses with profits from other customers. Eventually, this could freeze the Postal Service out of the relevant inbound delivery services markets. Given that these spreadsheets are filed in their native format, there is a reasonable likelihood that the information could be used in this way.

Potential customers could also deduce from the rates provided in the Agreement or from the information in the workpapers whether additional margin

for net contribution exists. The settlement charges between the Postal Service and the foreign postal operator constitute costs underlying the postal services offered to each postal operator's customers, and disclosure of this cost basis would upset the balance of Postal Service negotiations with contract customers by allowing them to negotiate, rightly or wrongly, on the basis of the Postal Service's perceived supplier costs. From this information, each foreign postal operator or customer could also attempt to negotiate ever-decreasing prices, such that the Postal Service's ability to negotiate competitive, yet financially sound, rates would be compromised. Even the foreign postal operator involved in the Agreement at issue in this docket could use the information in the workpapers in an attempt to renegotiate the rates in its instrument by threatening to terminate any currently agreed-upon terms.

Price information in the Agreement and financial spreadsheets also consists of sensitive commercial information of the foreign postal operator. Disclosure of such information could be used by competitors of the foreign postal operator to assess the foreign postal operator's underlying costs, and thereby develop a benchmark for the development of a competitive alternative. The foreign postal operator would also be exposed to the same risks as the Postal Service in customer negotiations based on the revelation of its supplier costs.

(5) At least one specific hypothetical, illustrative example of each alleged harm;

Harm: Public disclosure of the prices in the Agreement, as well as any negotiated terms, would provide foreign postal operators or other potential customers extraordinary negotiating power to extract lower rates from the Postal Service.

Hypothetical: The negotiated prices are disclosed publicly on the Postal Regulatory Commission's website, which another postal operator sees. That other postal operator then uses that publicly disclosed rate information to insist that it must receive lower rates than those the Postal Service has offered it.

Harm: Public disclosure of information in the financial workpapers would be used by competitors and customers to the detriment of the Postal Service.

Hypothetical: A competing delivery service obtains unredacted versions of the financial workpapers from the Postal Regulatory Commission's website. The competitor analyzes the workpapers to determine what the Postal Service would have to charge its customers in order to comply with business or legal considerations regarding cost coverage and contribution to institutional costs. The competing delivery service then sets its own rates for products similar to what the Postal Service offers its customers below that threshold and markets its purported ability to beat the Postal Service on price for international delivery services. By sustaining this below-market strategy for a relatively short period of time, the competitor, or all of the Postal Service's competitors acting in a likewise fashion, would freeze the Postal Service out of one or more relevant international delivery markets. Even if the competing providers do not manage wholly to freeze out the Postal Service, they would significantly cut into the revenue streams upon which the Postal Service relies to finance provision of universal service.

Harm: Public disclosure of information in the financial workpapers would be used detrimentally by the foreign postal operator's competitors.

Hypothetical: A competing international delivery service obtains a copy of the unredacted version of the financial workpapers from the Postal Regulatory Commission's website. The competitor analyzes the workpapers to assess the foreign postal operator's underlying costs for the corresponding products. The competitor uses that information as a baseline to negotiate with U.S. or other companies to develop lower-cost alternatives.

(6) The extent of protection from public disclosure deemed to be necessary;

The Postal Service maintains that the redacted portions of the materials filed non-publicly should be withheld from persons involved in competitive decision-making in the relevant market for international delivery products (including both private sector integrators and foreign postal operators), as well as their consultants and attorneys. Additionally, the Postal Service believes that actual or potential customers of the Postal Service for this or similar products (including other postal operators) should not be provided access to the non-public materials. This includes the counter-party to the Agreement with respect to all materials filed under seal, except for the text of the postal operator's Agreement, to which that counter-party already has access.

(7) The length of time deemed necessary for the non-public materials to be protected from public disclosure with justification thereof; and

The Commission's regulations provide that non-public materials shall lose non-public status ten years after the date of filing with the Commission, unless the Commission or its authorized representative enters an order extending the duration of that status. 39 C.F.R. § 3007.30.

(8) Any other factors or reasons relevant to support the application.

None.

Conclusion

For the reasons discussed, the Postal Service respectfully requests that the Commission grant its application for non-public treatment of the identified materials.

CHINA POST GROUP – UNITED STATES POSTAL SERVICE MULTI-PRODUCT BILATERAL AGREEMENT

This Agreement ("Agreement") is between the United States Postal Service ("USPS"), an independent establishment of the Executive Branch of the Government of the United States with offices at 475 L'Enfant Plaza SW, Washington, DC 20260, and China Post Group ("China Post"), the postal operator in the People's Republic of China, organized and existing under the laws of the People's Republic of China, and having a place of business at No. 3A Financial Street, Xicheng District, 100808, Beijing, China. The USPS and China Post may be referred to individually as a "Party" and together as the "Parties."

INTRODUCTION

WHEREAS, the Parties desire to enter into a non-exclusive relationship whereby the Parties will provide each other certain products and/or services pursuant to the terms and conditions contained herein;

WHEREAS, the Parties acknowledge and understand that the commencement of performance under this Agreement is subject to the approval of, and/or non-objection by, various entities with oversight responsibilities, which may include, but not be limited to, the USPS senior management, the USPS Governors, the USPS Board of Governors, and/or the U.S. Postal Regulatory Commission. Accordingly, China Post acknowledges and understands that the ability of the USPS to perform under this Agreement may not occur, and in this respect the provisions of Articles 3 and 4 shall apply;

WHEREAS, in light of the aforementioned acknowledgements, the Parties desire to be bound by the terms of this Agreement, including the terms of Article 4 of this Agreement entitled "Conditions Precedent";

NOW, THEREFORE, in consideration of the mutual promises set forth below, the Parties hereby agree as follows:

Article 1: Purpose of the Agreement

The purposes of this Agreement are the following:

1. to foster the maintenance and further development of a mutually beneficial relationship on behalf of the Parties' respective customers;
2. to set out the principles and general terms and conditions that shall apply to the exchange of certain international products and services between the Parties; and
3. to set out the bilateral rates that will apply to the exchange of certain letter class, parcel, and Express Mail Service (EMS) products as specified in Annex 1.

Article 2: Guiding Principles of the Agreement

1. The Parties agree to work together to improve the quality of postal services between China Post and the USPS in order to better serve the market. In particular, the Parties agree to provide access to each other's operating networks and services in such a way that for each service provided:
 - (i) excellence in quality of service performance will be attained and maintained;
 - (ii) the flexibility required to meet changing market and logistical conditions will be supported;
 - (iii) the costs to each Party of providing services will be minimized; and

- (iv) the settlement and payment processes will continue to be streamlined, with the objective being to make such processes efficient, timely, and specific to each particular service or type of service.
- 2. In addition to the level of cooperation specifically outlined in this Agreement, the Parties intend to collaborate further on product development, enhancements to current products, and specified value-added services required to meet the ever-evolving needs of their customers.

Article 3: Oversight and Effective Date

The terms and pricing set forth under this Agreement require the approval from various entities that have oversight responsibilities for the USPS as set out in Article 4 below. Upon execution of this Agreement, the USPS shall seek such approval. This Agreement shall come into effect upon all such approvals having been obtained by USPS and notification to China Post by the USPS that all required approvals have been obtained, and the date of notification shall be "the Effective Date," unless an alternative date is proposed in the USPS's notification and agreed to by China Post in a return communication, in which case that alternative date shall be the Effective Date.

Article 4: Conditions Precedent

The Parties acknowledge and understand that all obligations of the USPS under this Agreement shall be contingent on the USPS receiving approvals from, and/or non-objection by, (hereinafter "Conditions Precedent") one or more internal and external bodies that have oversight responsibilities. Conditions Precedent may include, but are not limited to, approvals or, if applicable, non-objection from USPS senior management, the Governors of the USPS, the USPS Board of Governors, and the U.S. Postal Regulatory Commission. The Parties acknowledge that the Agreement might not be approved by such bodies. Until such time that all Conditions Precedent are fulfilled that are necessary to provide the products or services contemplated under the Agreement, no obligation shall exist for the USPS or China Post and no benefit or rights granted through this Agreement shall inure to either Party unless and until the Effective Date occurs.

Article 5: Limitation on Liability and Costs

In the event that the Conditions Precedent are not fulfilled, the USPS and China Post shall have no liability, which shall include no obligation to pay costs associated with any action taken by China Post prior to the Effective Date of the Agreement. Further, in the event of termination of the Agreement or the failure of any Condition Precedent, neither Party shall be held liable for any damages including, without limitation, the following: actual damages; special damages; indirect damages; incidental damages; punitive damages; consequential damages; or any other damages, which shall include but not be limited to damages for loss of business profits; business interruption; any other loss; and/or any cost incurred by either Party attributable to such non-approval such as attorney's fees.

Article 6: Price Changes; No Effect on Service Terms

For each of the services with specific terms and conditions set forth in an attachment to this Agreement, any adjustments to the rates for the services shall be subject to the terms and conditions set forth in the Annexes of this Agreement.

Article 7: Monetary Transactions

- 1. Each Party will bear the costs and retain the revenues for any work performed by itself and by agents or contractors on its behalf, unless the Parties agree to other arrangements to allocate costs or revenues and those arrangements are incorporated in an Amendment to this Agreement. Any such Amendment shall be governed by Article 19 below.

2. All taxes and duties are the sole responsibility of the Party to whom they are duly assessed and shall not be charged to any other Party in any form unless the Parties otherwise provide in an Amendment to this Agreement. Any such Amendment shall be governed by Article 19 below.

Article 8: Customs Inspection

USPS bears no responsibility for the disposition of items in the custody of U.S. Customs & Border Protection. Further, China Post understands that all contents of any item, including items that are treated as sealed mail under USPS regulations, are subject to inbound search and inspection by U.S. Customs & Border Protection, regardless of when the USPS elects to conduct verification and acceptance of any inbound items.

Article 9: Termination

1. Either Party may terminate this Agreement without cause upon 30 days advance written notice to be served on the other Party, with such termination effective as of the end of the calendar month in which the 30-day notice period expires. The right to terminate the Agreement for good cause remains unaffected, and failure by a Party to make timely and full payment of any undisputed invoice or portion of an invoice so constitutes good cause.
2. In the event of termination of the Agreement under this Article, the Parties shall be liable to make final settlement of all amounts owing as of the effective date of the termination. Each Party shall bear its own costs in the event of termination. All further rights and remedies shall remain unaffected.
3. In the event of termination, and as of the effective date of termination, [REDACTED] neither Party shall be liable to the other for any damages including, without limitation, actual, special, indirect, incidental, punitive, consequential or any other damages (including, without limitation, damages for loss of business profits, business interruption or any other loss) for any reason incurred as a result of the [REDACTED].

Article 10: Dispute Resolution

1. The Parties intend to resolve all controversies under this Agreement informally through correspondence, oral communications, and informal meetings.
2. If the method described in the above paragraph proves insufficient to resolve a controversy, the Parties agree that the signatories to this Agreement, or their replacements, shall provide a written description of the controversy to the other Party and a suggested outcome. They will review the information provided and shall attempt in good faith to come to an agreement on the issue through correspondence, oral communications, or informal meetings.
3. If the methods described in the above paragraph prove insufficient to resolve a controversy, the Parties agree to refer that controversy to mediation, which shall consist of an informal, nonbinding conference or conferences between the Parties and the mediator, who shall perform mediation responsibilities in the English language. The mediator will be selected as mutually agreed by the Parties.
4. With the exception of controversies concerning cost or revenue liability, mediation will provide the sole means for addressing controversies related to this Agreement. If mediation does not resolve such a controversy, the Parties may exercise their right to terminate.

5. For controversies related to cost or revenue liability, China Post and the USPS will first refer the matter to mediation as discussed in the above paragraphs. If mediation does not resolve such a controversy, an action relating to cost or revenue liability may be instituted and maintained only in the United States District Court for the District of Columbia. The parties each irrevocably submit to the exclusive personal jurisdiction of the United States District Court for the District of Columbia and waive any objection to the laying of venue in that court, to the convenience of that forum, and to that court's personal jurisdiction over the Parties.
6. Notwithstanding the provisions of this Article 10, in the event of conflict or inconsistency between the provisions of this Article 10 and Article 12, paragraph 1, the provisions of Article 12, paragraph 1 shall prevail.

Article 11: Construction

Except as otherwise provided in this Agreement, this Agreement shall be governed by and construed in accordance with U.S. Federal law.

Article 12: Indemnification and Liability

1. The Parties acknowledge that aspects of liability or indemnification [REDACTED] not expressly governed by this Agreement are subject to the appropriate provisions of the Acts of the Universal Postal Union and any reservations the Parties have taken to those instruments.
2. In the event that an entity not party to this Agreement asserts claims against China Post or USPS that are attributable to the actions of the other Party to this Agreement and are not subject to the provisions of the Acts of the Universal Postal Union, the latter Party shall indemnify the defending Party for, and hold the defending Party harmless from, any losses, damages, or liabilities suffered by the defending Party as a result. In that instance, the indemnifying Party shall also reimburse the defending Party for all reasonable expenses incurred in connection with investigating, preparing for, or defending any such claim, whether in an administrative, regulatory, or judicial proceeding, and whether or not the indemnifying Party is named in the proceeding.
3. Neither Party to this Agreement shall be liable to the other Party, nor will indemnify the other Party, for any loss or damages including, without limitation, actual, special, indirect, incidental, punitive, consequential or any other damages (including, without limitation, damages for loss of business profits, business interruption or any other loss) for any reason, except for the following:
 - a. liability and indemnification as described in Article 12, paragraphs 1 and 2,
 - b. final settlement under Article 9, or
 - c. any actual damage or loss suffered by a Party as a result of a breach of this Agreement by the other Party.
4. Nothing in this Agreement shall be construed as an acknowledgment or concession regarding the validity of any claim or the entitlement of any Party to any amount of damages.

Article 13: Language

The official version of this Agreement, including all supporting documentation and correspondence, shall be in English. The English language shall be the controlling language for the purpose of interpreting this Agreement, and all correspondence between the Parties pertaining to this Agreement shall be in the English language. In the event of inconsistency between any terms of this Agreement, including its supporting documentation and correspondence, and any translation into another language, the English language meaning shall control.

Article 14: Confidentiality Requirements

1. The Parties consider the rate information included in this Agreement to be commercially sensitive information and agree that it should not be disclosed to third parties except as required by law. China Post will treat as confidential and not disclose to third parties, absent express written consent by the USPS, any information related to this Agreement that is treated as non-public by the U.S. Postal Regulatory Commission.
2. China Post acknowledges that, as part of securing approval of this Agreement and in other subsequent regulatory filings, the Agreement and supporting documentation will be filed with the U.S. Postal Regulatory Commission ("Commission") in a docketed proceeding. China Post authorizes the USPS to determine the scope of information that must be made publicly available under the Commission's rules. China Post further understands that any unredacted portion of this Agreement or supporting documentation may be posted on the Commission's public website, www.prc.gov. In addition, the USPS may be required to file information in connection with this Agreement (including revenue, cost, or volume data) in other Commission dockets, including the Commission docket number for the Annual Compliance Report (ACR) for the USPS fiscal year(s) in which the Agreement is in effect. Each ACR docket has a distinct docket number, such as ACR201#, in which ACR201# signifies the USPS fiscal year to which the ACR pertains. China Post has the right, in accordance with the Commission's rules, to address its confidentiality concerns directly with the Commission. The procedure for making an application to the Commission for non-public treatment of materials believed to be protected from disclosure is found at Title 39, Code of Federal Regulations, Section 3007.22, on the Commission's website: www.prc.gov/Docs/63/63467/Order225.pdf. At China Post's request, the USPS will notify China Post of the docket number of the Commission proceeding to establish the rates in this instrument under U.S. law, once that docket number has been assigned.

Article 15: Severability

If any of the provisions of this Agreement shall be held void or unenforceable, the other provisions shall survive and remain in full force and effect, subject only to either Party's unilateral right to terminate the Agreement.

Article 16: Notices

Any notice or other document to be given under this Agreement will be in writing and addressed as set out below. Notices may be delivered by hand, email, or Express Mail Service.

To the USPS:

Teresa Yeager
General Manager, Business Development, Asia Pacific
United States Postal Service
475 L'Enfant Plaza SW, Room 5821
Washington, DC 20260
United States of America
teresa.y.yeager@usps.gov

To China Post:

[REDACTED]
[REDACTED]
China Post Group
No 3A Financial Street
Xi Cheng District, Beijing 100808
China
[REDACTED]

Article 17: Force Majeure

Neither Party shall be liable for its failure to perform under the terms of this Agreement due to any contingency beyond its reasonable control, including acts of God, fires, floods, wars, sabotage, accidents, labor disputes or shortages, governmental laws, ordinances, rules and regulations, whether valid or invalid, court orders, whether valid or invalid, inability to obtain material, equipment, or transportation, and any other similar or different contingency.

Article 18: Legal Status of this Agreement

This Agreement constitutes a legally binding agreement on the part of each signatory hereto and does not bind the Parties' respective governments. The Parties acknowledge that this Agreement sets out the terms and conditions of a negotiated contractual arrangement between the Parties and is not an agreement entered into or subject to international law. This Agreement does not involve the creation of a wholly-owned subsidiary of any Party or a joint venture company or partnership funded in any ratio by the Parties. The Parties do not intend that any agency or partnership relationship be created between any of them by this Agreement. Through this Agreement, the Parties do not create or designate any third-party beneficiaries.

Article 19: Amendment

This Agreement may be amended or extended only by mutual written agreement signed by authorized representatives of China Post and USPS (an "Amendment"). Neither a Party's acquiescence in any performance at variance to this Agreement nor a Party's failure to exercise any right or enforce any obligation shall be deemed an amendment to this Agreement. The Amendment may be contingent upon any and all necessary approvals by USPS senior management, the USPS Governors, the USPS Board of Governors, and/or the U.S. Postal Regulatory Commission. If such approvals are required, the Amendment will not become effective until such time as all necessary approvals are obtained.

Article 20: Assignment

This Agreement may not be assigned in whole or in part by any Party without the prior written consent of the other Party. Each Party may, however, delegate certain of its responsibilities under this Agreement to a subsidiary or other affiliate entity within its organizational structure without the need for consent by the other Party so long as such subsidiary or entity would be bound by this Agreement.

Article 21: Applicability of Other Laws

1. The Parties acknowledge that this Agreement does not involve the USPS's acquisition of property or services and is not subject to the Contract Disputes Act (41 U.S.C. §§ 7101 et seq.).
2. The Parties recognize that performance under this Agreement may be subject to laws enacted or enforced by governmental entities and is contingent on each Party obtaining all consents, authorizations, orders, or approvals required under applicable law or policy to effectuate the Agreement.
3. The Parties understand that USPS may be required to provide copies of this Agreement to the U.S. Department of State and the U.S. Postal Regulatory Commission. China Post acknowledges that the entire Agreement, or portions thereof as the USPS determines to be appropriate, will be filed with the U.S. Postal Regulatory Commission with a notice to add it to the competitive and/or market dominant products lists.

Article 22: Entire Agreement

1. Except as otherwise provided in this Agreement, this Agreement, including all Annexes to this Agreement, shall constitute the entire agreement between the Parties concerning the exchange of international mail described herein.
2. The Parties acknowledge that the provisions of the Universal Postal Convention and applicable regulations, [REDACTED], apply except to the extent inconsistent with this Agreement, including, but not limited to, provisions concerning weight and size of letter post, [REDACTED].
3. [REDACTED]
4. Neither China Post nor the USPS is released from any obligations arising under the China Post Group – United States Postal Service Multi-Product Bilateral Agreement executed by China Post Group on August 21, 2015 and by the USPS on August 27, 2015, as modified on November 15, 2016 ("CPG – USPS 2015 Multi-Product Bilateral Agreement").
5. Neither China Post nor USPS is released from any obligations arising under the License Agreement For The Use Of USPS Trademarks And/Or Logos On Packaging, Labels, And/Or Marketing Materials By Entities Outside Of The United States executed by China Post on August 16, 2010, and by the United States Postal Service on September 9, 2010.
6. With the exception of the agreements mentioned in Paragraphs 3, 4, and 5 of this Article, or as otherwise indicated in this Agreement, any prior agreement, understanding, or representation of any kind pertaining to the subject matter of this Agreement and preceding the date of execution of this Agreement shall not be binding upon either Party.

Article 23: Term

1. The Parties intend that the effective date of the settlement rates for the products set forth in Annex 1 of this Agreement shall be April 1, 2017.
2. The USPS will notify China Post of the Effective Date of the Agreement after receiving the approval of the entities that have oversight responsibilities for the USPS. USPS shall have no obligation to notify China Post of the status of the approval process or of potential fulfillment of the approval process. The Agreement shall remain in effect after the Effective Date until June 30, 2018, unless terminated sooner pursuant to Article 9 of this Agreement. Before the expiration of this period, the Agreement shall be reviewed by both Parties to determine whether to extend or modify this Agreement.

Article 24: Intellectual Property, Co-Branding, and Licensing

The Parties acknowledge that, in the service of improving existing international products or developing new international products or services under this Agreement, such products or services may be enhanced through the use of co-branding or the use of each Party's trademarks, logos, or other intellectual property. In such instances, the Parties acknowledge and agree that any use shall be subject to separate written license agreements. The Parties acknowledge and agree that neither Party shall use the other Party's trademarks, logos, or other intellectual property until such time that a license for each specific such use has been executed by the Parties and that all laws and regulations required for such license's

effectiveness have been followed. China Post acknowledges and agrees that USPS is the exclusive owner of the trademarks USPS®, USPS ePACKET®, ePacket®, Commercial ePacket®, United States Postal Service®, and United States Postal Service® and Eagle Design, among other USPS marks (also known as the "USPS Marks"); that China Post may use the USPS Marks only with express written permission and under license from USPS; and that any uses by China Post of USPS Marks shall inure to the benefit of USPS. USPS acknowledges and agrees that China Post has the ability to sublicense the mark ePACKET, and, in the spirit of joint cooperation, the Parties agree to work on an agreement regarding the ePACKET mark separate and apart from this Agreement.

Article 25: Survival

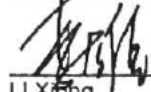
The provisions of Articles 5, 7, 9, 10, 11, 12, 13, 14, 15, 16, 22, 23, and 24 shall survive the conclusion or termination of this Agreement, as well as any other terms insofar as they apply to the Parties' continuing obligations to one another under the articles listed above.

Article 26: Warranties

The Parties, through the undersigned, represent and warrant that they have authority to, intend to, and hereby do bind themselves and their respective operating subsidiaries, divisions, and branches to the obligations and commitments set forth in this Agreement. Such entities include, but are not limited to, China Postal Express & Logistics Co., Ltd. (also referred to herein as "China EMS").

IN WITNESS WHEREOF, the Parties agree to be bound as of the latest date of signature to the terms and conditions of this Agreement.

China Post Group



LI Xiong
Senior Vice President

2017.01.22
Date

United States Postal Service



Cliff Rucker
Senior Vice President, Sales and Customer Relations

1/31/17
Date

List of Annexes

Annex 1	Settlement Rates
Annex 2	China to United States Small Packet with Delivery Scanning Collected by China EMS (also known as "ePacket Collected by China EMS")
Annex 3	Co-Designed Label Samples for ePacket Collected by China EMS
Annex 4	Detailed Item Content Restrictions
Annex 5	Terms for Operational and Transportation Initiatives
Annex 6	Business Rules for International Mail Settlement of Products Listed in Annex 1
Annex 7	[REDACTED]
Annex 8	[REDACTED]
Annex 9	[REDACTED]
Annex 10	[REDACTED]
Annex 11	China to United States Untracked Small Packet (also known as "Letter Packet Collected by China Letter Post")

Annex 1: Settlement Rates

Rates

The rates below shall be in effect for the term of this Agreement, as set forth in Article 23. Changes in rates during the term of this Agreement will be negotiated and agreed to in accordance with Article 19.

Settlement rates listed in the tables included below are product stream rates per piece and per kilogram stated in Special Drawing Rights (SDRs) unless noted otherwise. The rates are set on the conditions that current work-sharing arrangements are substantially maintained. Any changes to current work-sharing (i.e., sortation and preparation) arrangements will be subject to negotiations and mutual written agreement, including, but not limited to, agreement as to any impact on pricing.

[REDACTED]

Products China to USA in SDR			
Stream	Service Description	Proposed Settlement Charges (SDR / Piece)	Proposed Settlement Charges (SDR / Kg)
A, UD, BG	SMALL PACKET WITH DELIVERY SCANNING COLLECTED BY CHINA EMS VIA ITS NETWORK	[REDACTED]	

[REDACTED]

Products USA to China in SDR			
Stream	Service Description	Proposed Settlement Charges (SDR / Piece)	Proposed Settlement Charges (SDR / Kg)

[REDACTED]

[REDACTED]

/2 The rates in this Annex 1 reflect all applicable rates between the Parties as of the Effective Date. The UPU rates shall continue to apply to all mail streams that are not reflected in this rate table.

/3 China Post shall not reuse dispatch numbers for dispatches to the United States under this Agreement. China Post shall dispatch for each O/D pair in sequence, in accordance with UPU regulations.

[REDACTED]

/5 A "Mail Stream" is defined by Mail Category, Mail Subclass, and Receptacle Type.

/6 Sortation shall occur in accordance with Annex 5 and as stated elsewhere in this Agreement.

/7 Settlement shall occur in accordance with Annex 6.

[REDACTED]

The rates for the mail stream categories above shall be based upon the following format and product definitions.

Specifications of Letter Post Product Categories and Formats

China to United States Small Packet with Delivery Scanning Collected by China EMS (ePacket Collected by China EMS)

Refer to Annexes 2 and 3 of this Agreement

[REDACTED]

[REDACTED]

[REDACTED]



Annex 2: China to United States Small Packet with Delivery Scanning Collected by China EMS (also known as "ePacket Collected by China EMS")

For the purposes of this Annex 2, the product ePacket Collected by China EMS is defined as small packet with delivery scanning under UD mail subclass code. ePacket Collected by China EMS uses the item prefix LK, LN, LS and LT.

Package Specific Preparation Requirements

1. **Package Dimensions and Weight.** Each ePacket Collected by China EMS package shipped under this Agreement must conform to the minimum and maximum size and weight requirements specified in the UPU Letter Post Manual, including but not limited to UPU Articles RL 122 and RL 123, except as otherwise stated in this Agreement including in Annex 1.
2. **Package Contents.** Packages shall conform to the importation restrictions of the United States as set forth in the *Mailing Standards of the United States Postal Service*, International Mail Manual, section 710 ("U.S. Customs Information"), which can be accessed online at http://pe.usps.com/text/imm/immc7_001.htm; and in accordance with the United States country listing in the Universal Postal Union's List of Prohibited Items, which can be accessed at the Universal Postal Union website at <http://www.upu.int/en/activities/customs/prohibited-and-restricted-articles/cds-list-of-prohibited-and-restricted-articles.html>. Packages should also conform to USPS's regulations on Mailable Dangerous Goods as set forth in IMM section 135, which can be accessed online at http://pe.usps.com/text/imm/immc1_014.htm. USPS shall not be responsible for the contents or customs status of any packages imported under this Agreement. For packages seized or disposed of by U.S. Customs and Border Protection and not released, the sending post will not be charged postage for those packages. For packages detained but eventually released, applicable postage will apply. The sending post agrees to communicate these requirements to shippers as a condition of shipment.
3. **Package Labeling.** The bilaterally agreed upon, co-designed label will be displayed on the outside of each ePacket Collected by China EMS. In addition, each item will display a completed and accurate customs declaration. The barcode shall utilize the LK, LN, LS, and LT prefixes of the UPU S10 barcode construct. The sample label is presented in Annex 3.

Receptacle Preparation Requirements

1. **Separation from other products.** The ePacket Collected by China EMS product that is described in this Agreement will be sorted in receptacles separate from other mail pieces. Other international products, including, but not limited to, other Letter Post products (such as Registered Mail and Letter Packet Collected by China Letter Post), Express Mail Service (EMS), Air Parcels (Air CP), and direct entry packages, may not be commingled in receptacles containing ePacket Collected by China EMS items.
2. **Receptacle Identification.** Each receptacle will contain a 29-character UPU barcode containing the bilaterally agreed-upon mail subclass code of "UD".
3. **Receptacle Routing.** To expedite the processing and delivery of these packages, the sending post may present receptacles to corresponding Offices of Exchange (OEs) per the routings outlined in Annex 5.

Dispatch Preparation Requirements

1. **Separation from other products.** The ePacket Collected by China EMS product that is described in this Agreement will be dispatched separately from other mail pieces. Other international products, including, but not limited to, other Letter Post products (such as Registered Mail and Letter Packet Collected by China Letter Post), Express Mail Service (EMS), Air Parcels (Air CP), and direct entry packages, may not be commingled in dispatches containing ePacket Collected by China EMS.
2. **Dispatch Identification.** Each dispatch will contain the bilaterally agreed-upon mail subclass code of "UD" and unique dispatch numbers, which shall not repeat within any settlement period.
3. **ePacket Collected by China EMS Dispatch Manifesting.** Each dispatch will be manifested using the existing PREDES messages, whereby the number of receptacles and the total weight and number of pieces contained in each receptacle will be transmitted as accurately and timely as possible, subject to the requirements in Annex 5.
4. **Sortation.** Each sortation of each item in each dispatch must be in accordance with the sortation requirements in Annex 5.

Financial Requirements

USPS and China Post shall settle ePacket Collected by China EMS volumes in accordance with Annex 6. ePacket Collected by China EMS volumes will be identified and segregated through the assignment of the "UD" mail subclass.

Return Service, Customer Inquiries and Compensation

1. **Return Service.** Return service for undeliverable, refused, or missent packages will be provided consistent with the current procedures for letter-post small packets.
2. **Customer Inquiries.** USPS will not accommodate customer inquiries made by customers in either China or the United States through retail units, customer service hotlines, or other channels for ePacket Collected by China EMS under this Agreement.
3. **Compensation.** USPS does not offer indemnity or insurance for ePacket Collected by China EMS. Accordingly, unless the Parties agree otherwise in a separate written agreement, USPS shall have no such liability.

Service Standards

[REDACTED]

Annex 3: Co-Designed Label Samples for ePacket Collected by China EMS

Below is a sample label for ePacket Collected by China EMS.

F From:	 中国邮政 CHINA POST	Airmail Postage Paid China Post
	 UNITED STATES POSTAL SERVICE®	2
FOREIGN SENDER STREET ADDRESS CITY COUNTRY POSTAL CODE		 11111
<small>Customs information available on attached CN22. USPS Personnel: Scan barcode below for delivery event information.</small>		
TO:	US RECIPIENT NAME STREET ADDRESS SUITE/ APT NUMBER WASHINGTON DC 11111-1111	
USPS DELIVERY CONFIRMATION		
 XXXXXXXXXXXXX		

All ePackets Collected by China EMS will be required to use the USPS Address Standardization API provided at the following link as of the date of execution of this Agreement:
<https://www.usps.com/business/web-tools-apis/address-information-api.pdf>

Annex 4: Detailed Item Content Restrictions

All items mailed under this Agreement must conform to the mailability requirements of the United States Postal Service, as detailed in the International Mail Manual sections 135 and 710; the United States country listing in the Universal Postal Union's List of Prohibited Items; and Domestic Mail Manual section 601. As of the execution date of this Agreement, these materials are available at the following websites, respectively:

http://pe.usps.com/text/imm/immc1_014.htm

http://pe.usps.com/text/imm/immc7_001.htm

<http://www.upu.int/en/activities/customs/prohibited-and-restricted-articles/cds-list-of-prohibited-and-restricted-articles.html>

<http://pe.usps.gov/text/dmm300/601.htm>

Annex 5: Terms for Operational and Transportation Initiatives

- A. The Parties agree that all China to U.S. settlement rates agreed by the USPS and China Post are based on the following sortation and inductions by China Post.

Based on the first 2-digits of the recipient postal code, China Post shall induct the corresponding items into the appropriate U.S. point of entry:

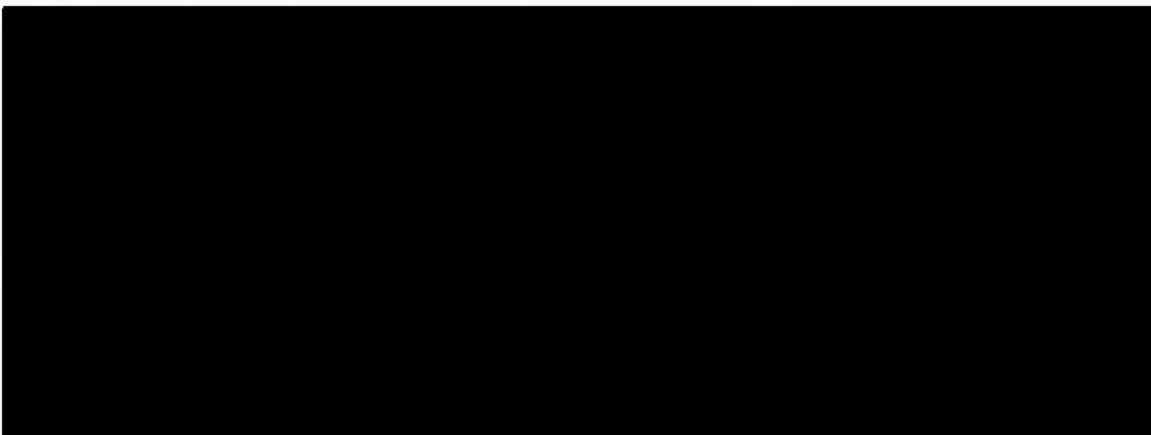
Nationwide for all OEs			
Destination Postal Code	Sort Key on label	U.S. Point of Entry	Requirement

For ePackets Collected by China EMS, based on the first 3-digits of the recipient postal code, China Post shall provide a minimum of 5 sorts and inductions into the corresponding U.S. points of entry nationwide. At the Shenzhen (SZX), Guangzhou (CAN), Hangzhou (HGH), Shanghai (SHA), Yiwu (YIW), and Ningbo (NGB) OEs, China Post shall provide an additional 26 sorts and inductions into the corresponding U.S. points of entry. The detailed sortation scheme follows at the end of this Annex 5.

- B. For products for which this Agreement sets rates, the following requirements apply to all bidirectional flows originating and destinating in the territories served by both Parties under this Agreement:

- 1) Each Party shall generate and transmit, [REDACTED], ITMATT v.8 or higher;
- 2) Each Party shall generate and transmit, [REDACTED] PREDES with item to receptacle information and scheduled flight information;
- 3) Each Party shall generate for access by the other Party, [REDACTED] EMSEVT v.3 with acceptance event and departure from origin office of exchange event scans.

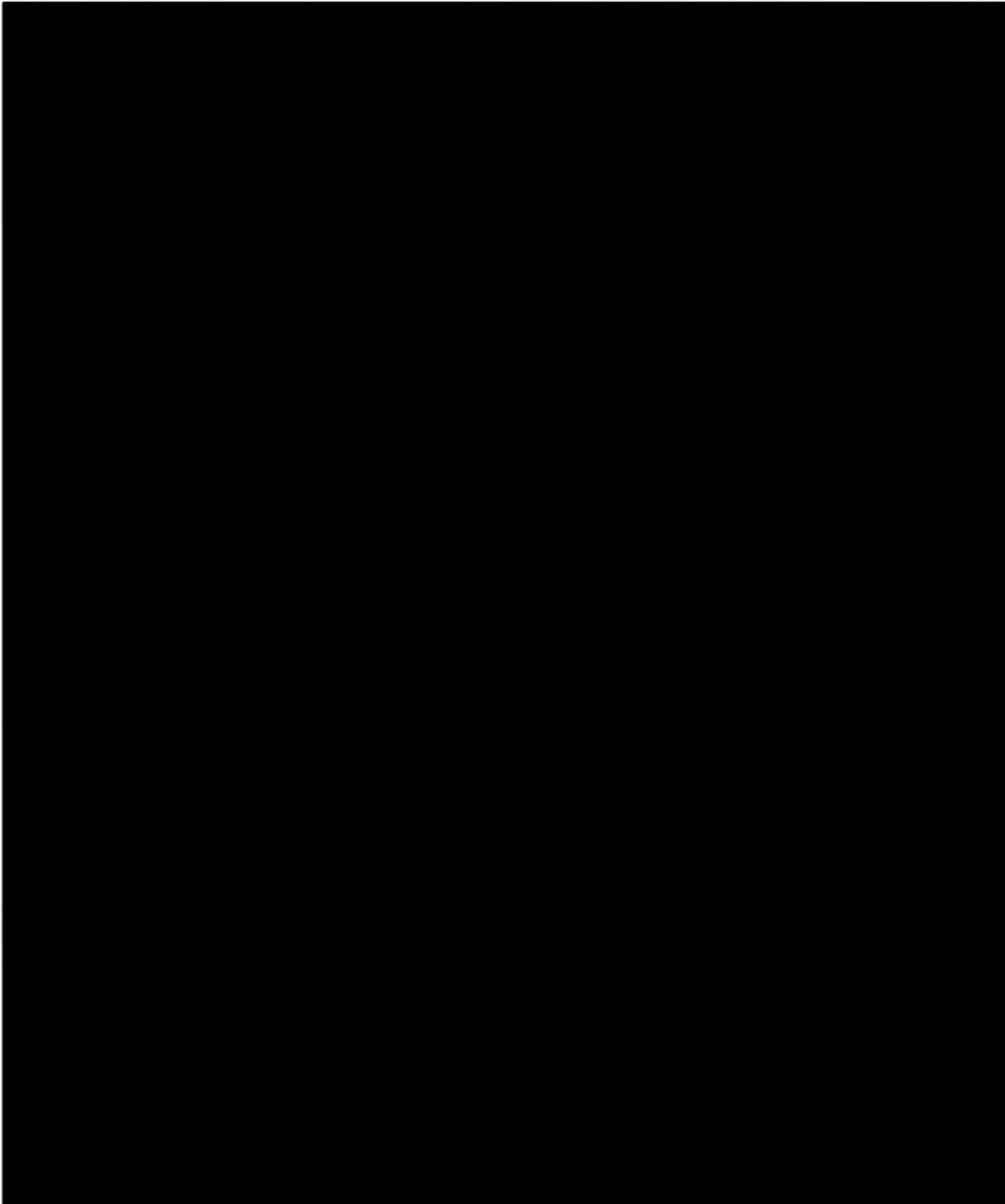
Measurement Objectives:

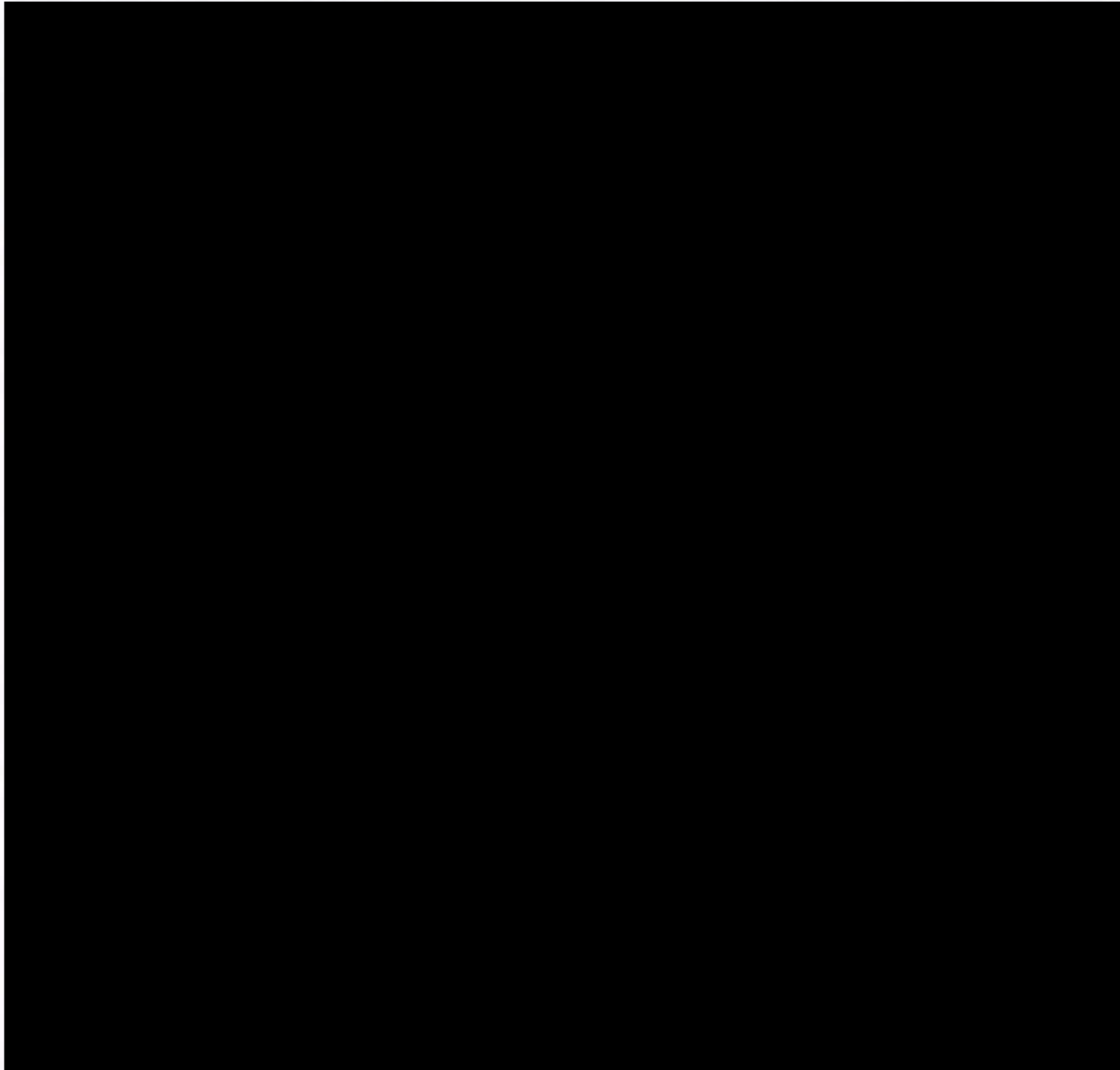


- C. USPS and China Post shall work bilaterally to resolve daily operational challenges in good faith, for the purpose of improving customer service and for operational and transportation optimization, including but not limited to:
- i. Ongoing work to ensure proper use of barcode prefixes, e.g. LN, LS, LK, LT on ePacket Collected by China EMS.
 - ii. Resolve missing check digits on DelCon barcodes on ePacket Collected by China EMS.
 - iii. Proper visibility of tracked mail, including Into and Out of Customs Scanning.
 - iv. Improved efficiencies and make-up of Sac Vides returns.
 - v. Resolve issues with erroneously coded postal routing barcodes.

Detailed Sortation and Induction Scheme:

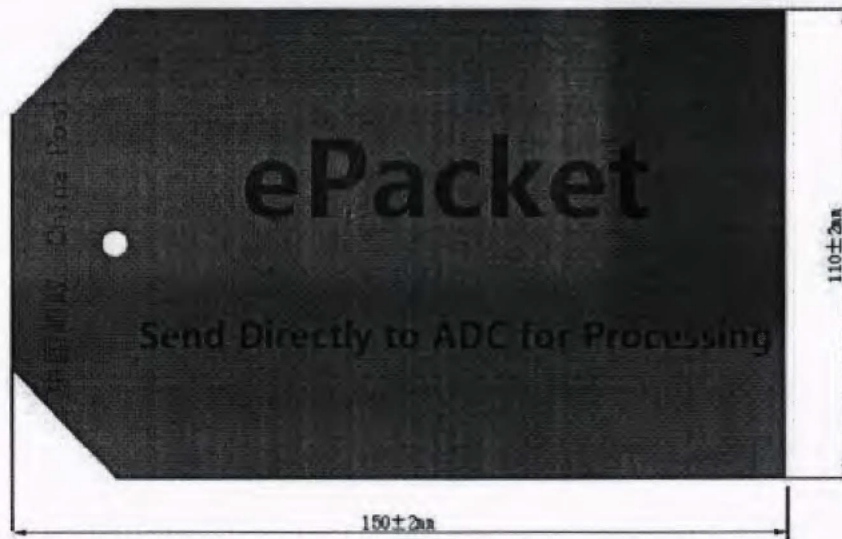
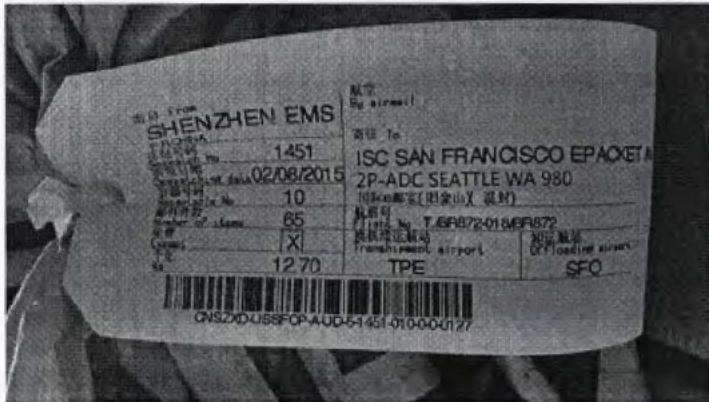
For ePacket volumes from the Shenzhen, Guangzhou, Hangzhou, Shanghai, Yiwu, and Ningbo
OEs:





Receptacle Tags:

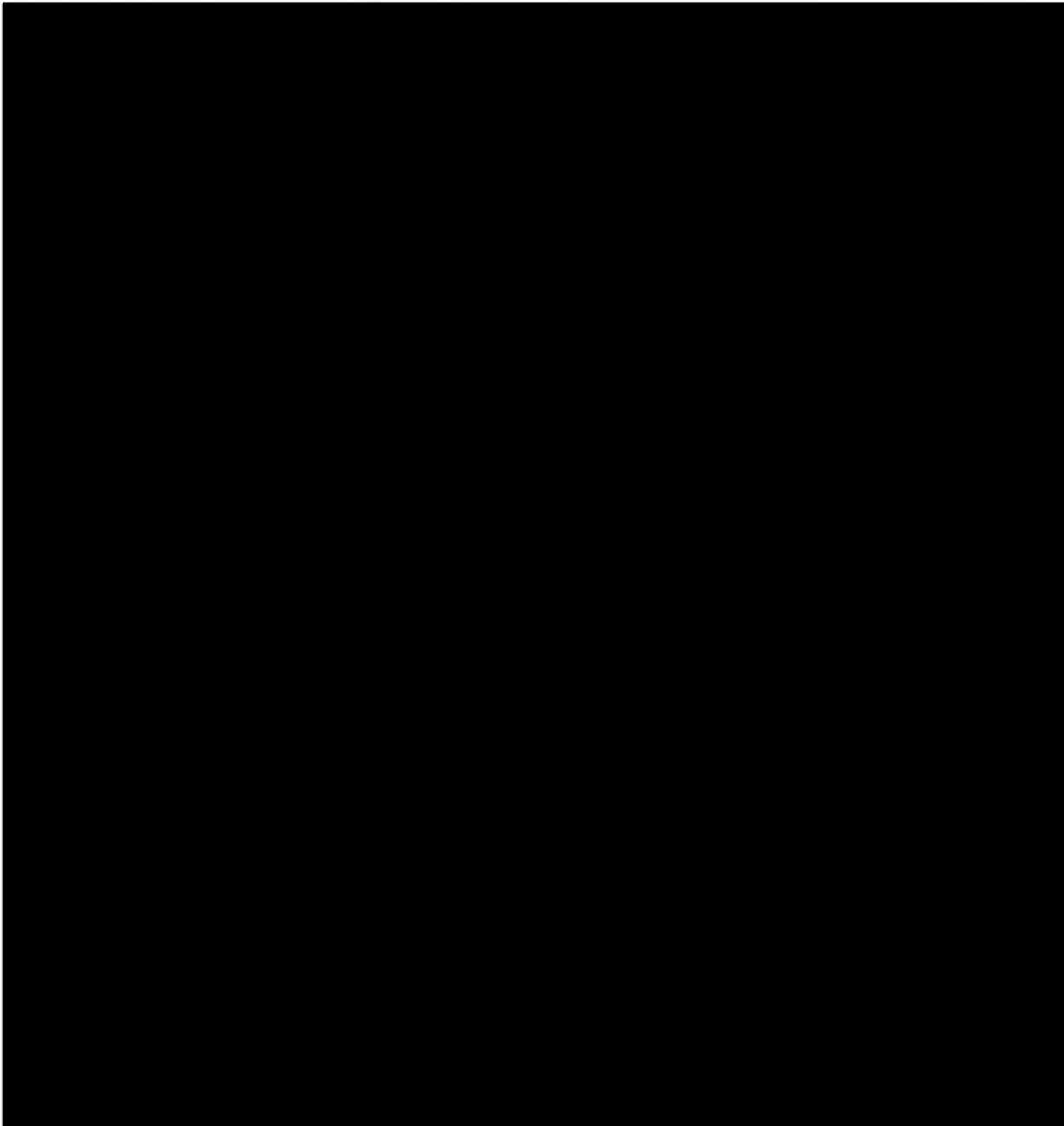
To facilitate sortation of incoming ePacket volume at U.S. Offices of Exchange and expedite processing, a CN35 must be attached to each bag. The CN35 must contain the appropriate Sort Key and ADC Name for the contents and should be attached to the neck of the closed bag. In addition to the CN35, a red tag must accompany each sack.

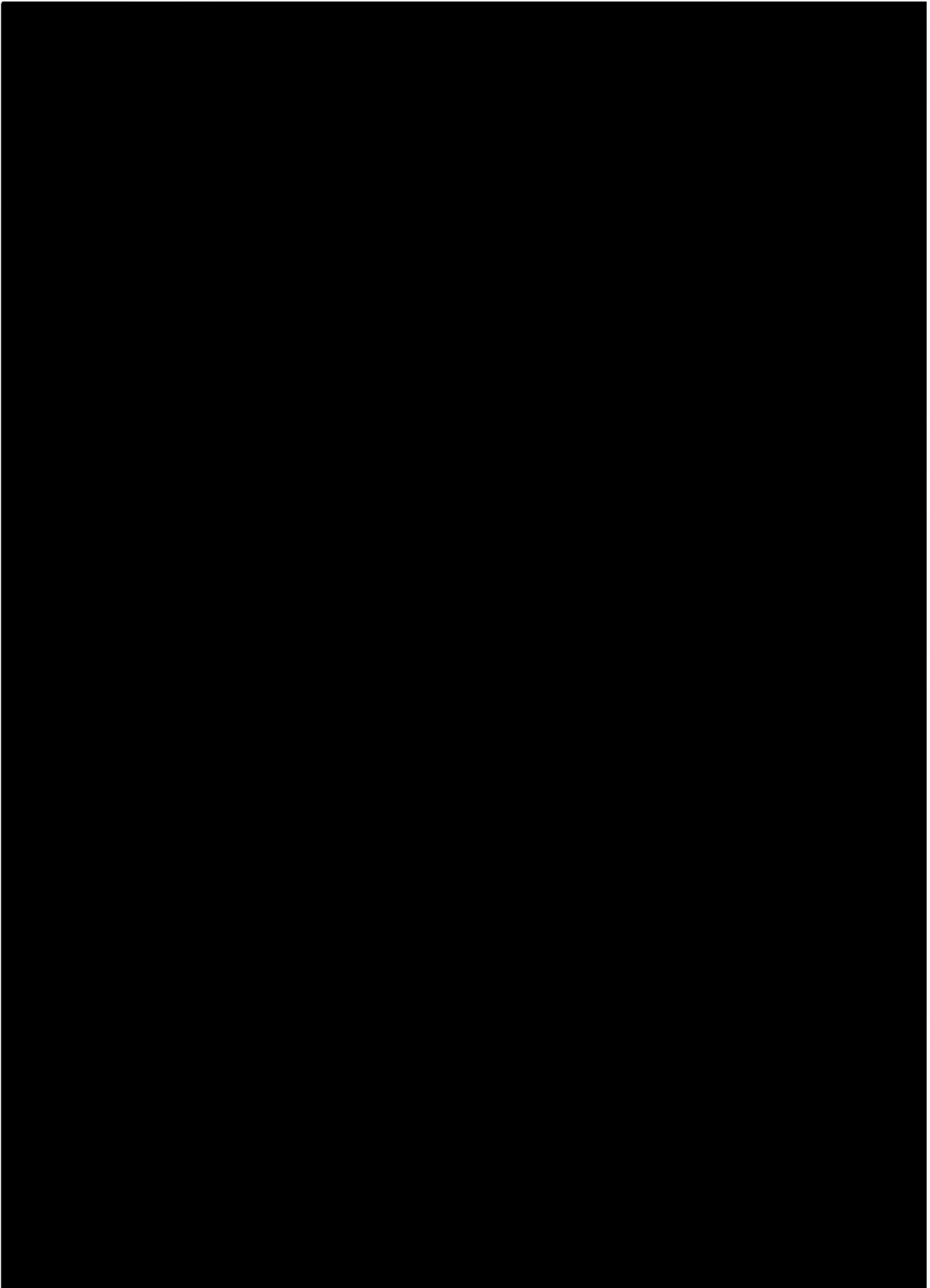


Annex 6: Business Rules for International Mail Settlement of Products Listed in Annex 1

For certain EMS, parcel, and ePacket flows between China and the United States, this Agreement establishes new bilateral rates for EMS, parcels, and ePacket. Below is a summary description of the business rules that will be used by China Post and USPS to implement the terms shown in this Agreement for the products listed in Annex 1.

China Post and USPS agree to the following guiding principles of the overall settlement process. These principles include:





2. China-to-United States ePacket Mail Stream

- ePacket Dispatching: Both Parties will dispatch ePacket items using only the receptacle types and codes of bags (BG), bulk containers (CN), and outside pieces (PC). In particular:
 - Individual small items that fit into a receptacle will not be dispatched as outside items.
 - Individual small items cannot reflect both item barcodes and receptacle barcodes.
 - Only large items that cannot be put in a bag will be coded as PC if they are too large to fit in bags or bulk containers.
 - All other items will be dispatched in bags and bulk containers.
- The Parties agree that dispatch numbers will not be reused within a calendar year and that all dispatches must be in sequence.
- Dispatch numbers for each origin/destination pair shall start with 0001 on January 1 and end with 9999.
- Mail Streams.
 - The ePacket mail streams from China Post to the United States consist of A UD BG.
- Settlement Rate.
 - The settlement rates for UD per piece and per kilogram are as shown in Annex 1 of this Agreement.
- Settlement Documents
 - USPS will issue an ePacket invoice for the China to United States ePacket mail stream based solely upon the mail stream identification of A UD BG. An Excel file at the dispatch-level will be provided by USPS for A UD BG mail streams.
 - China Post will provide supporting acceptance data in an Excel file at the dispatch-level for the A UD BG mail stream; the file will contain dispatch level data supporting all amendments.
- Settlement Process
 - USPS will generate a dispatch-level invoice following the end of each quarter.
 - [REDACTED]
 - [REDACTED]
 - [REDACTED]
 - [REDACTED]
 - [REDACTED]
 - [REDACTED]

- When China Post processes the above payment, China Post can apply the UPU "Net-Out" method.
- Payment will be made using the first published International Monetary Fund (IMF) exchange rate following the end of the quarter. For example, the payment exchange rate for the January-March quarter will be the rate published on 1 April (or the first business day of the month).

- [REDACTED]

- [REDACTED]

- Any disputed volumes will be resolved on a supplemental invoice.

▪ Supplemental Invoice:

- If USPS and China Post are not able to reach agreement on the total invoiced amount, a supplemental invoice will be created by USPS following the dispute date.

- [REDACTED]

- [REDACTED]

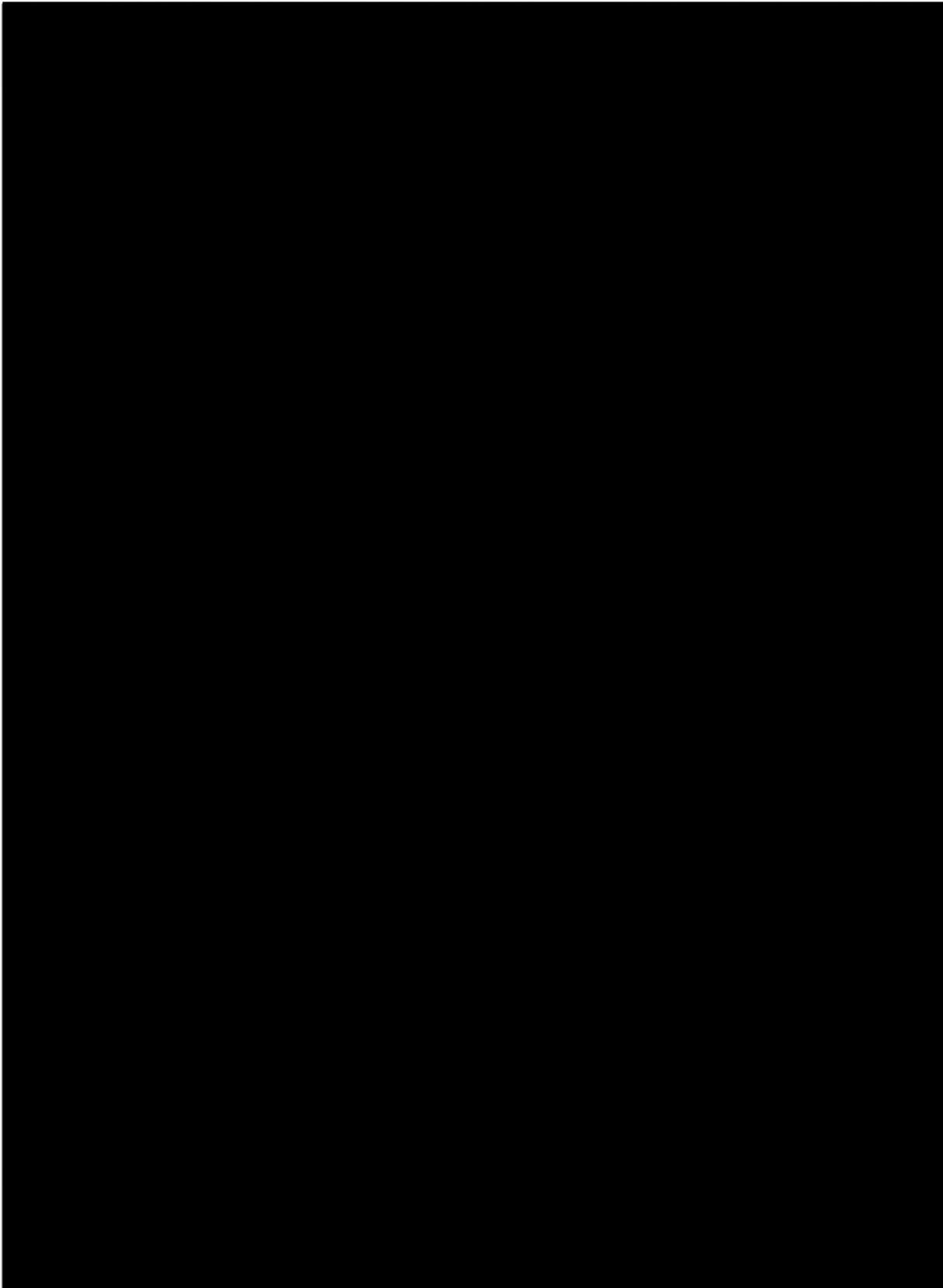
- [REDACTED]

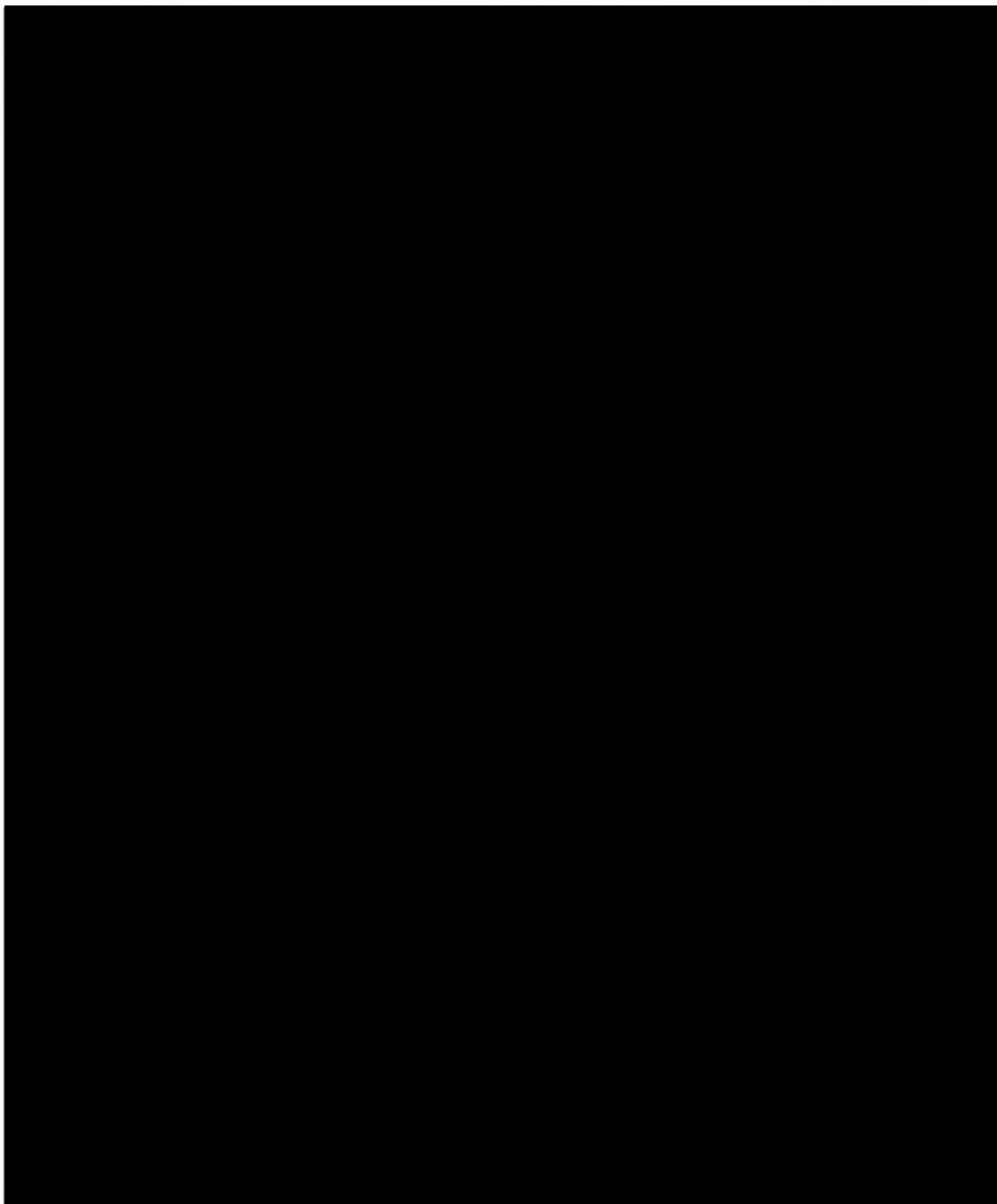
- [REDACTED]

- [REDACTED]

- Any remaining disputed volumes will be resolved jointly by USPS and China Post.

[REDACTED]





6. Invoice Email Distribution

- A soft copy of settlement invoices should be sent via email to all of the individuals listed in the table below. USPS and China Post will advise one another in a timely manner if individuals need to be added or removed from the list or if their email addresses need to be updated.

USPS

Name	Title	Email	Telephone
Matthew TUROSZ	Manager, International Accounting	[REDACTED]	202-268-6321
Cherell GARRETT	Manager, Accounting Center Operations (St. Louis)	[REDACTED]	314-923-2456
Michael BORGMEYER	Financial Analyst	[REDACTED]	202-268-5996
Ron BOGUE	Senior Systems Accountant (St. Louis)	[REDACTED]	314-436-6600
Kim MUCCIACCIO	System Accountant (St. Louis)	[REDACTED]	314-436-6632

China Post

Name	Title	Email	Telephone
[REDACTED]			

7. [REDACTED]

- a. USPS will develop a monthly report to compare the actual delivery zip code of the H/I delivery scan associated with an item to the expected delivery zip code of the Destination Exchange Office of the receptacle, as outlined in Annex 5.
- b. China Post will review the report and provide feedback on steps to move toward stream purity.

China Post and USPS may together agree to waive the sortation requirements in Annex 5, if necessary for operational purposes, in certain instances.

8. **A working group will be established to resolve any identified issues. This group will meet in person or via teleconferences on a quarterly basis. The primary objectives for the work group are, but are not limited to, the following:**

- Monitor EDI messaging for accuracy.
- Resolve identified issues such as weight verification, dispatching to correct OEs, etc.
- Notify Designated Operators of the inconsistencies of the EDI message.
- Work towards eliminating duplicate records.
- Work towards accurate barcoding, consistent PREDES & RESDES, and precise messaging.
- Work towards implementing EMSEVT v.3 with all transaction codes.
- Work towards paperless settlement and elimination of disputes due to data discrepancies.
- Resolve remaining disputes over supplemental invoices for [REDACTED] ePackets, [REDACTED].

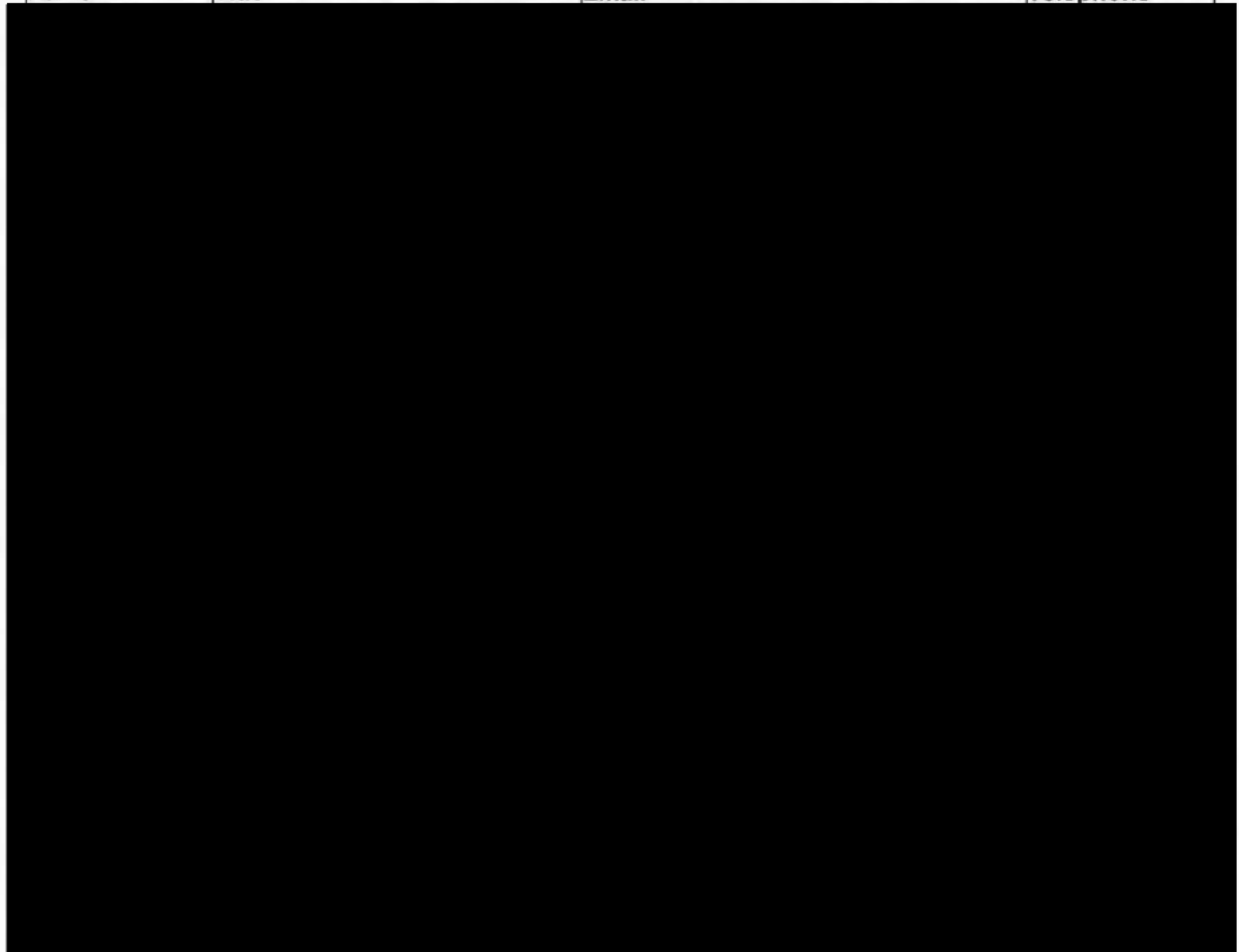
9. Working group contact list

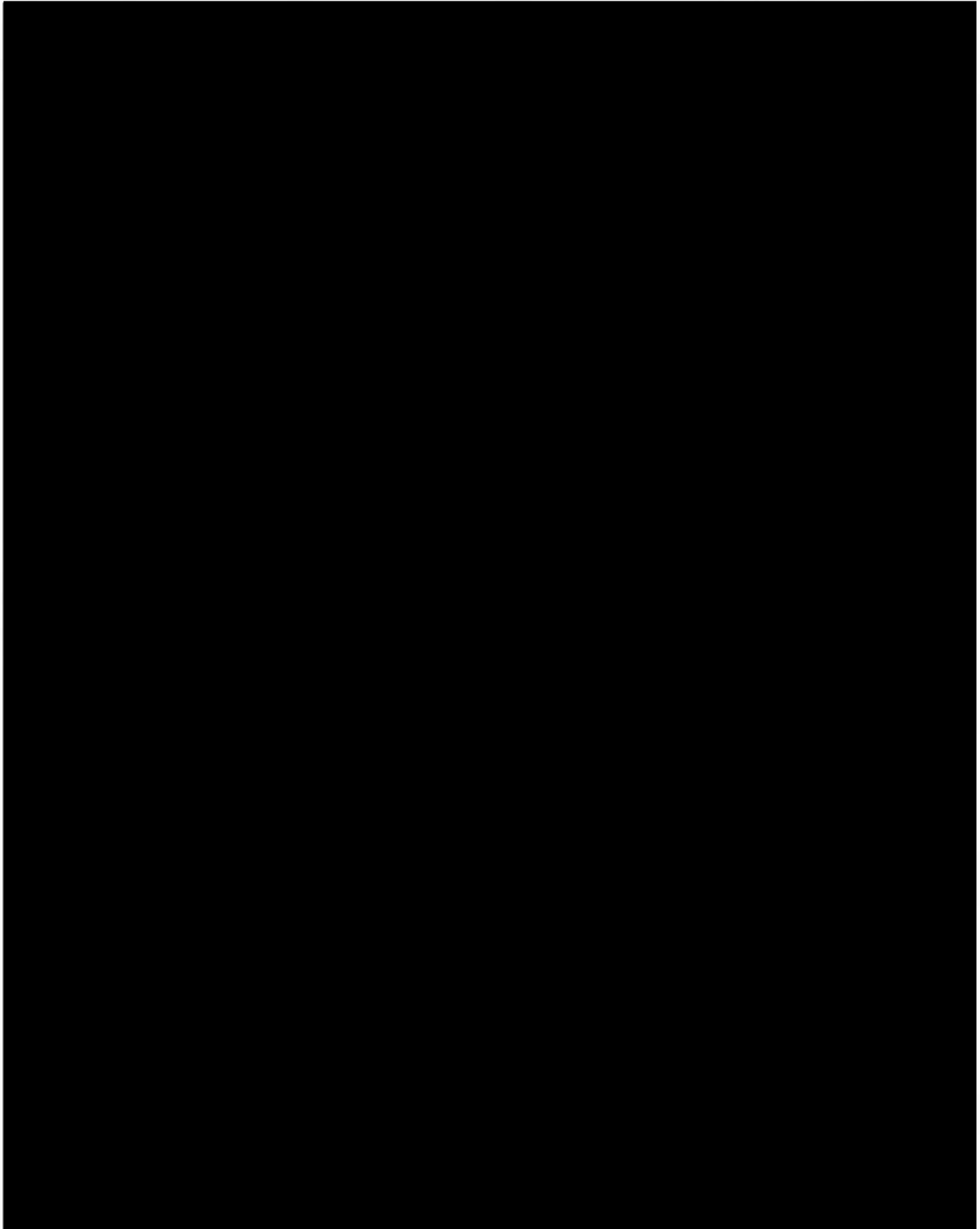
USPS

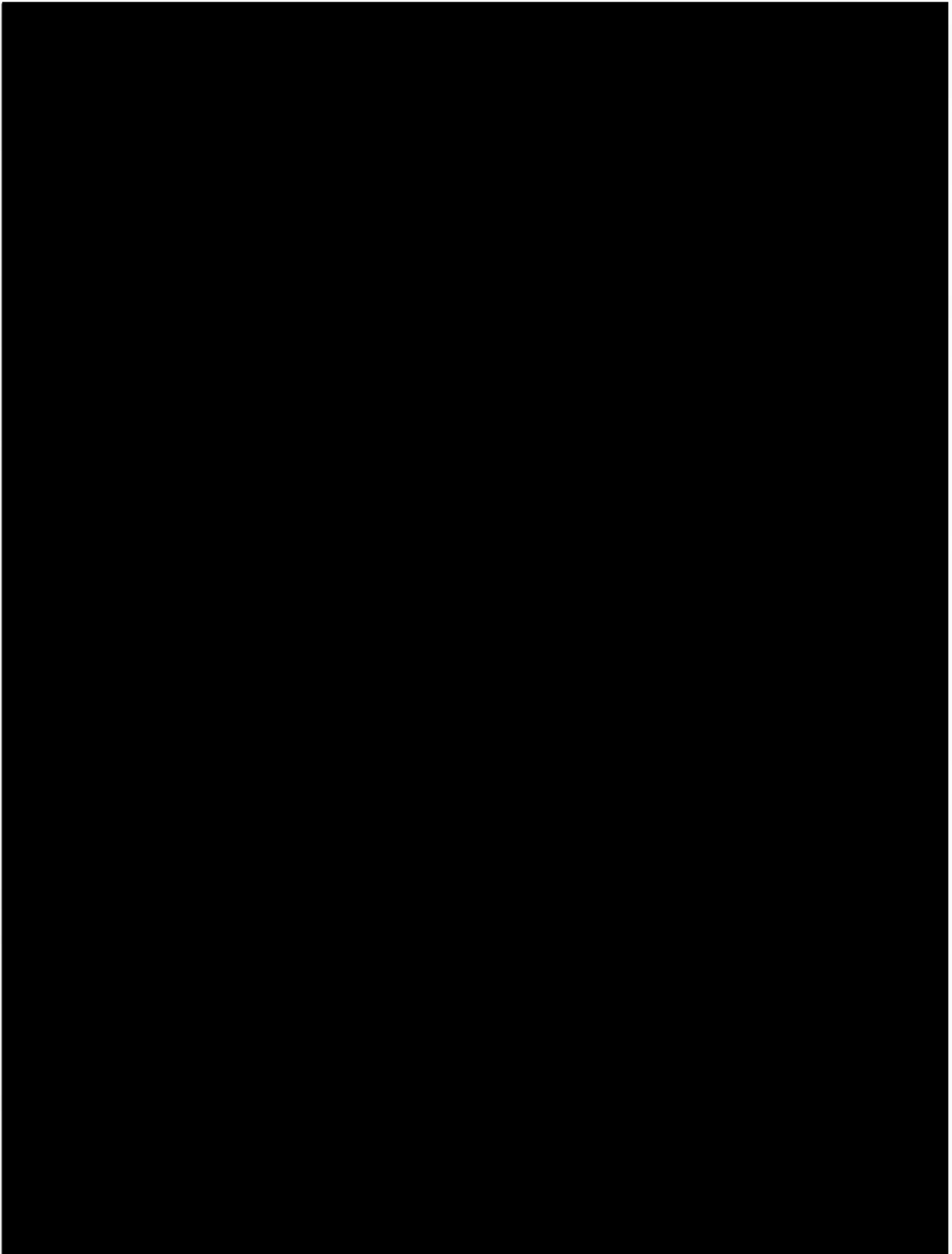
Name	Title	Email	Telephone
Teresa YEAGER	General Manager, Business Development, Asia Pacific	Teresa.y.yeager@usps.gov	202-489-1605
Matthew TUROSZ	Manager, International Accounting	[REDACTED]	202-268-6321
Michael BORGMEYER	Financial Analyst	[REDACTED]	202-268-5996
Roxanne OLIVER	Operations Research Analyst	[REDACTED]	202-268-3415
Michael THOMPSON	Manager, Int'l Processing & Service Performance (A)	[REDACTED]	202-268-8799
Jayasridhar ACHARYA	Program Manager, Information Technology	[REDACTED]	202-268-4682

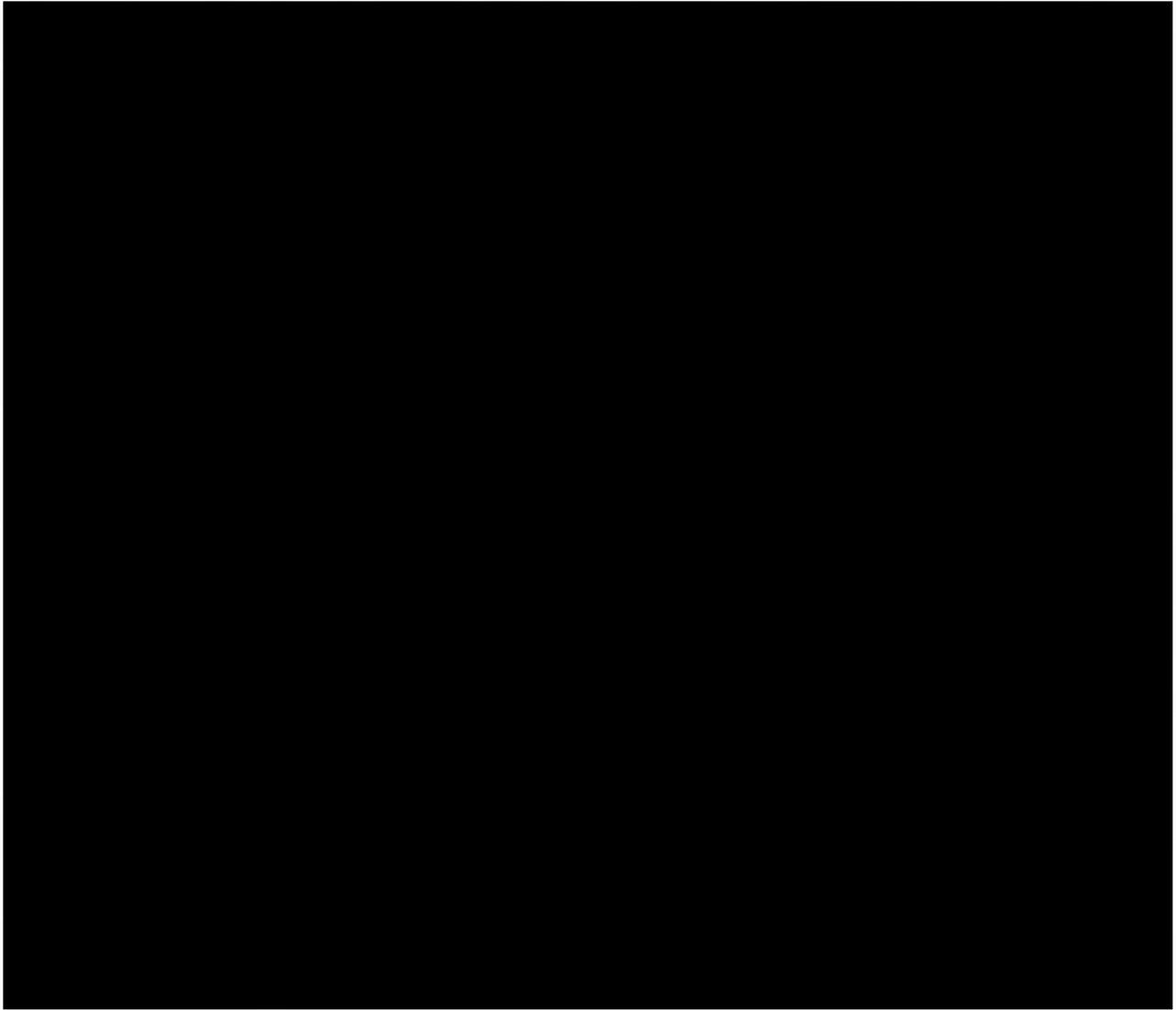
China Post

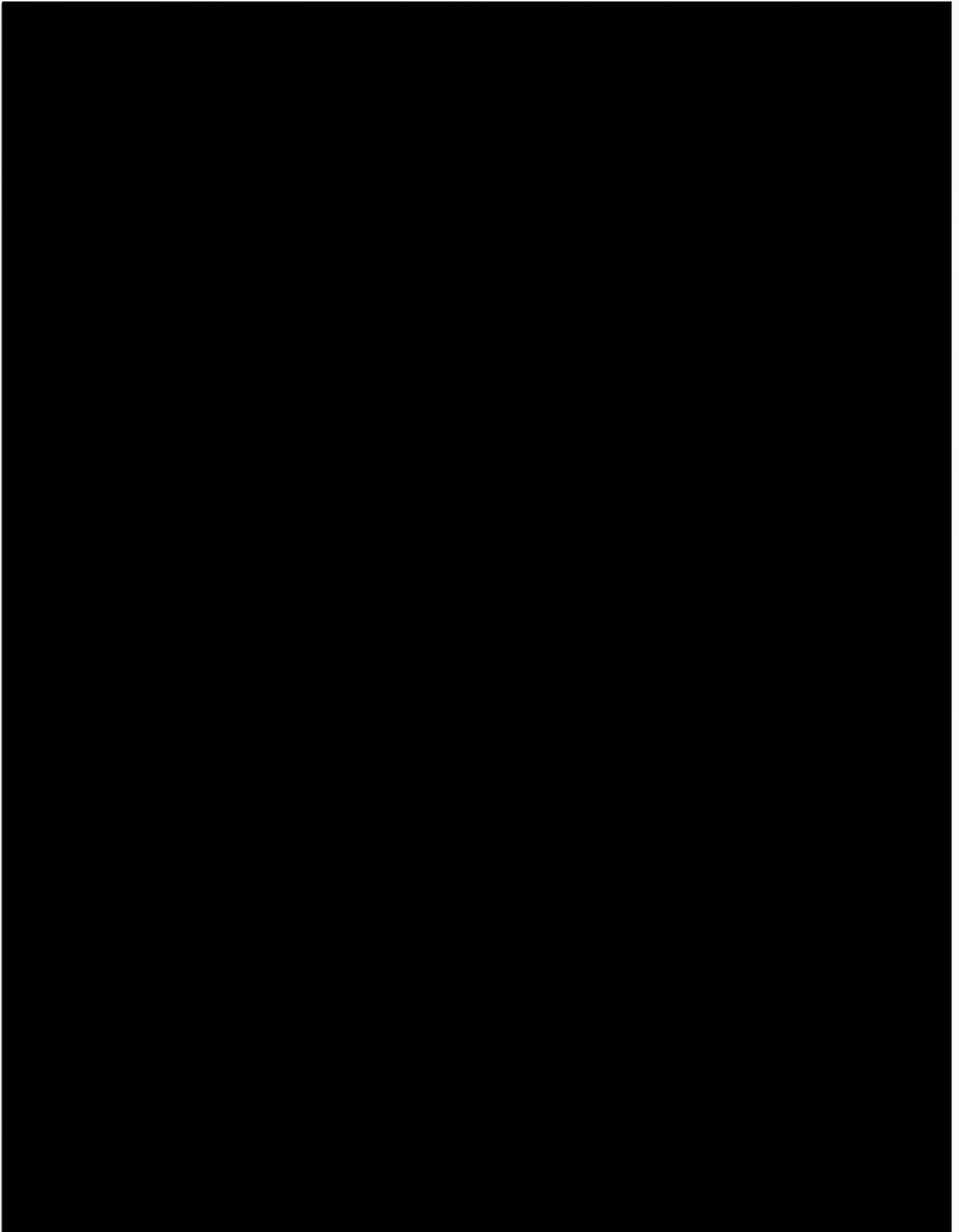
Name	Title	Email	Telephone
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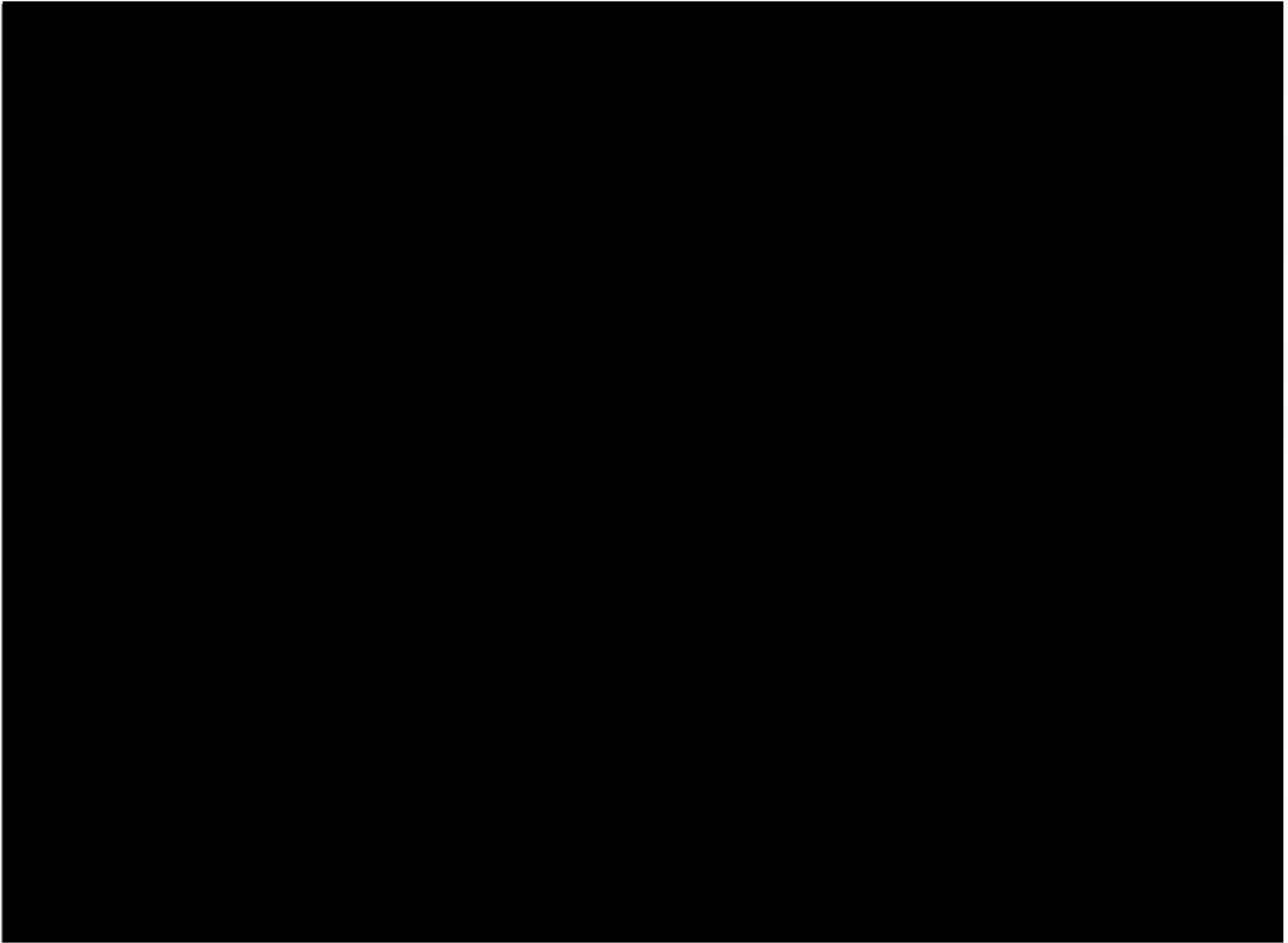


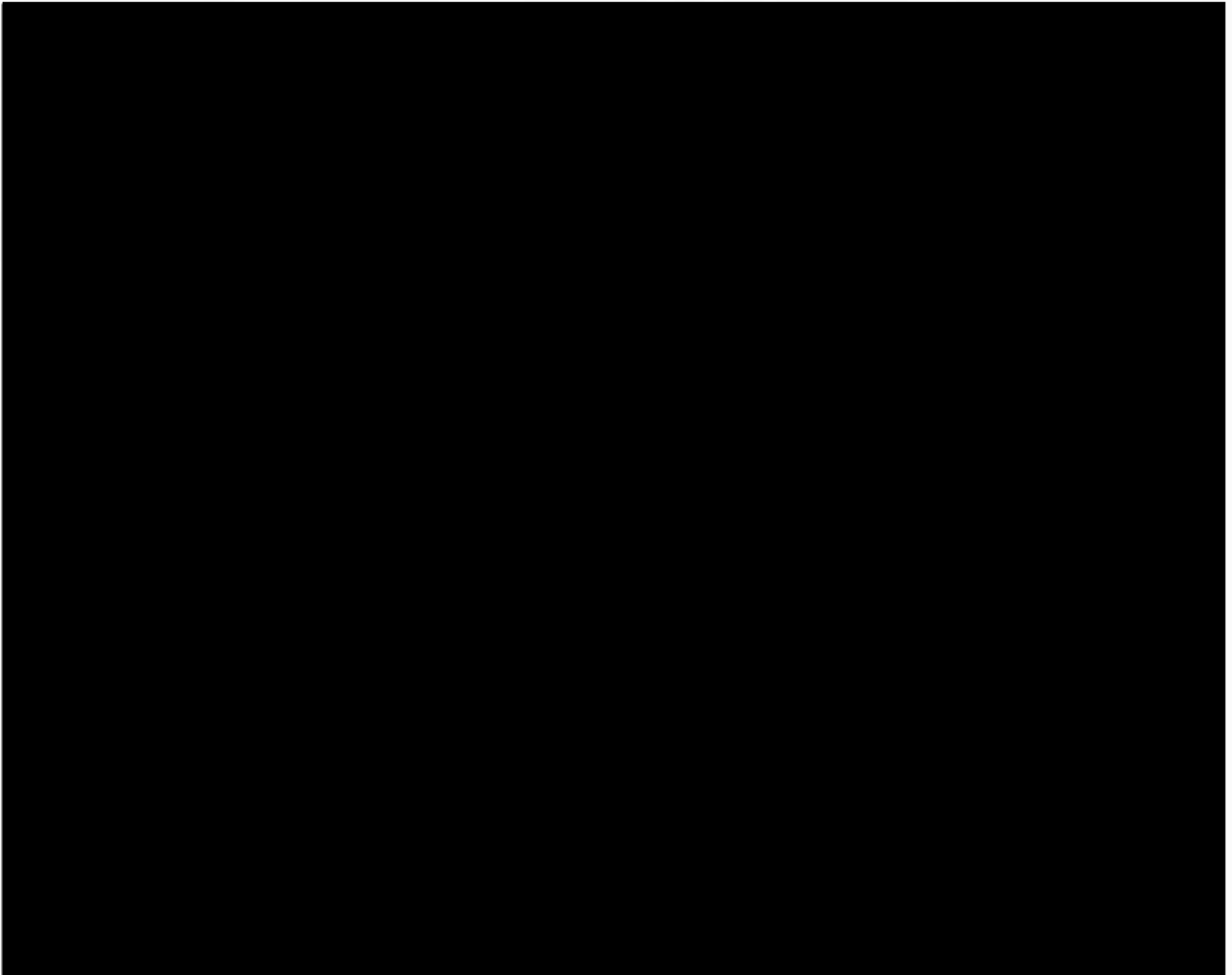




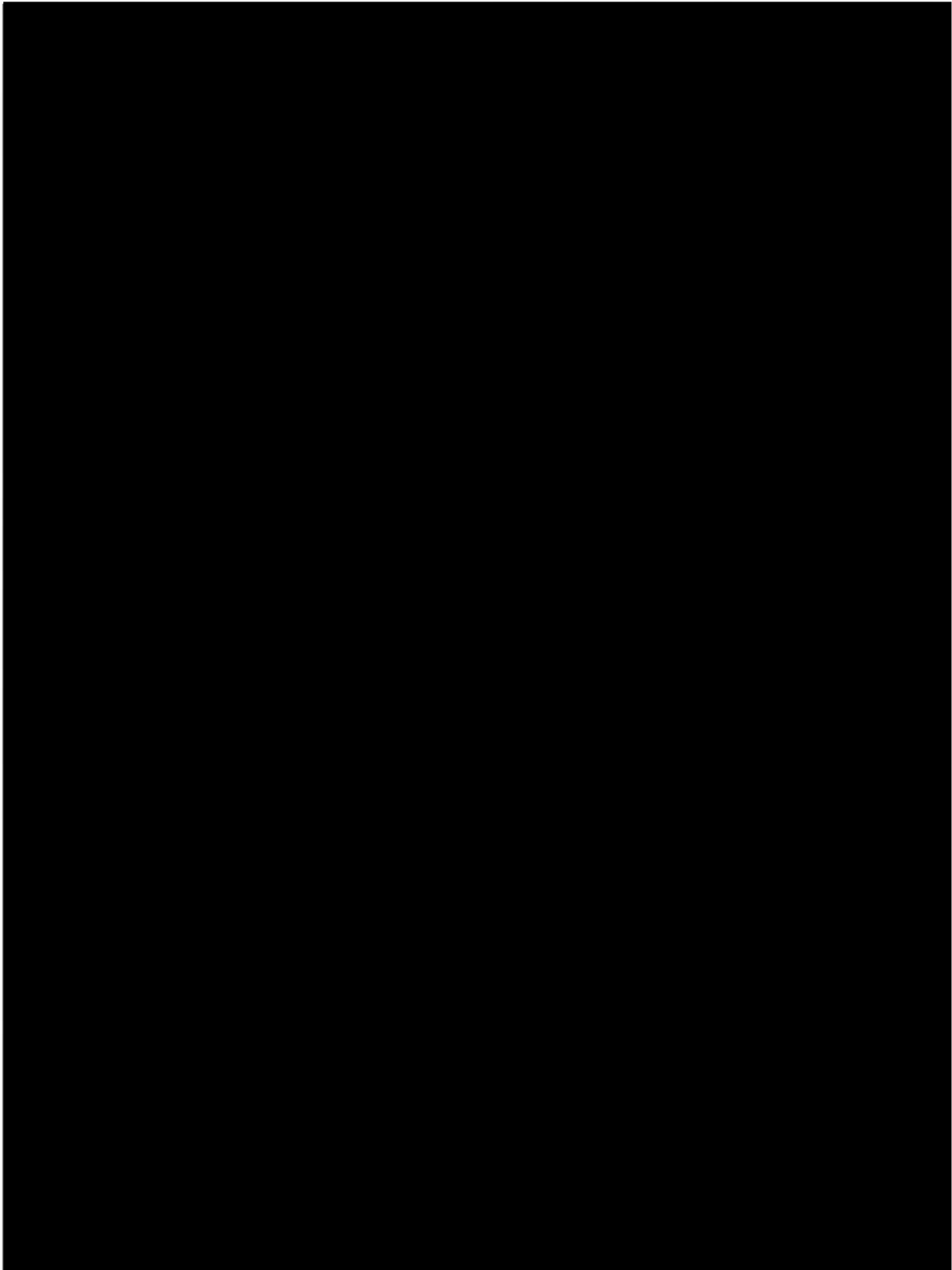


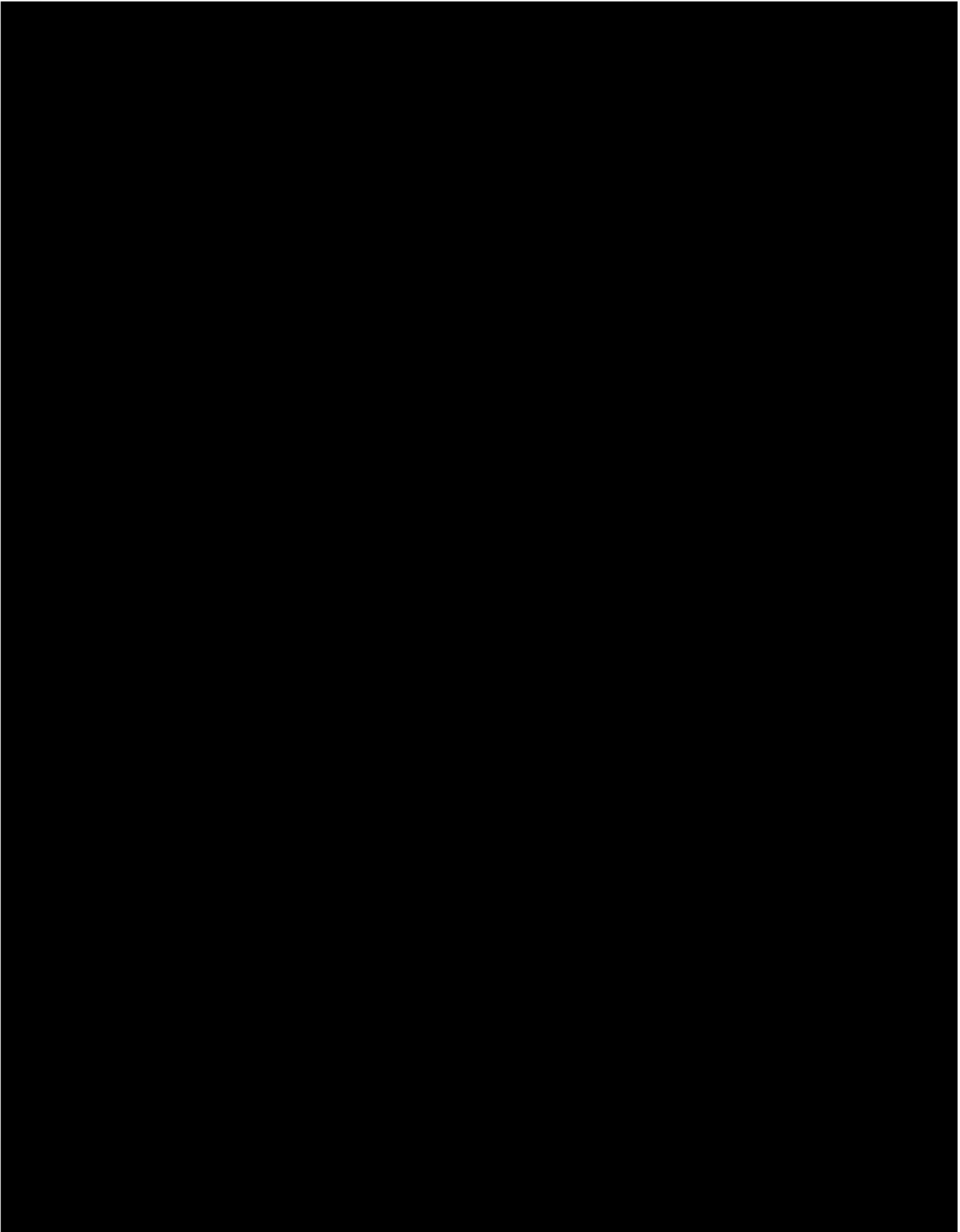














Annex 11: China to United States Untracked Small Packet (also known as "Letter Packet Collected by China Letter Post")

Label Requirements

China Post will add a Postal Routing GS1-128 barcode to all untracked small packet labels sent to USPS.

All untracked packets will be required to use the USPS Address Standardization API provided at the following link as of the date of execution of this Agreement:

<https://www.usps.com/business/web-tools-apis/address-information-api.pdf>

The following guidelines for addressing a mailpiece should be followed, as they appear in USPS Publication 28, Postal Addressing Standards, which can be accessed online at <http://pe.usps.com/cpim/ftp/pubs/Pub28/pub28.pdf>:

- Use simple sans serif type with uniform stroke thickness.
- Type or machine-print in dark ink on a light background with a uniform left margin.
- Left-justify every line in the address block.
- Use two-letter state abbreviations.
- Use one space between city and state, and two spaces between state and ZIP+4 code.
- Use appropriate ZIP+4 code (if unknown, use 5-digit ZIP Code).
- A minimum of 8-point type.

Address example:

JOHN DOE
JOHNSON MANUFACTURING
500 E MAIN ST STE 222
KANSAS CITY MO 64100-1234

Label Format

The Parties shall work to reach an agreement by the Effective Date on a mutually acceptable label format for this Letter Packet Collected by China Letter Post product.

Electronic Data Exchange

For the Letter Packet Collected by China Letter Post product addressed in this Annex 11, China Post and USPS shall work towards exchanging the data described in Part B of Annex 5 during the term of this Agreement.